

CITY OF FAYETTEVILLE REQUEST FOR QUALIFICATIONS



ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WATERSHED PLANNING PROGRAM COF1516970

ISSUED: AUGUST 14, 2025

DUE: SEPTEMBER 15, 2025

The City of Fayetteville is seeking firms with expertise in stormwater planning, modeling, design, and ancillary support to submit qualifications for on-call professional engineering services.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PURCHASING MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Dr Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE 's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender-neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

Dr. Douglas J. Hewett, ICMA-CM

City Manager

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Section 1 – Request for Qualifications

Introduction

The City of Fayetteville’s Public Services Department (“the City”) is seeking firms with expertise in stormwater planning, modeling, design, and ancillary support to submit qualifications for on-call professional engineering services. The City is currently developing a Watershed Program that is identifying Areas of Concern (AOC) based on flooding impacts from design storm events, empirical data, local knowledge, and current models. A group of engineering consultants already contracted with the City is developing stormwater models using Autodesk Infoworks ICM, HEC-RAS and HEC-HMS software for this AOC identification effort, as well as planning level proposed solutions. The city would like to contract with Subject Matter Expert (SME) engineering consultants for continued oversight of the Watershed Planning program, modeling of new areas as well as city-wide technical model maintenance, and strategic planning. Selected consultants may also be tasked with development and administration of other projects, such as flood awareness program, coordination with FEMA on updating flood risk maps, and FIMAN flood inundation libraries. The SME consultants will likely be required to present their recommendations to an advisory committee, City Council, and other stakeholders.

All firms currently engaged by the City and performing engineering services for the Watershed Program are encouraged to submit their Statement of Qualifications (SOQ). The City intends to select at least ten (10) firms. The selected firms will demonstrate strong Autodesk Infoworks ICM experience. Any firm currently under an existing Work Authorization (WA) with the City will remain under contract until the end of that WA provided they are willing to execute the City’s current Professional Services Agreement (PSA). For any new WA’s initiated after this Request for Qualifications (RFQ) process, firms must be qualified under this RFQ process. Firms can apply to any and all categories, and selection for one will not preclude selection for another.

We anticipate selecting multiple qualified firms that will be able to offer, integrate, and deliver proven municipal stormwater engineering experience and related expertise. Firms will have experience in managing stormwater programs for large municipalities (Phase 1 communities). The city is interested in developing a strategic plan to capitalize on the results from the current watershed planning effort and tying the quantity results to quality. Experience will include strategic planning and modeling related to flood resiliency, prioritization of proposed solutions for short- and long-term CIP, as well as developing a plan for managing models in-house as updates are made. While a strong focus on stormwater quantity is desired, experience is also sought in stormwater quantity, development review, and planning, design, and maintenance of stormwater control measures, both pre-construction and post-construction. This experience will support the strategic planning for the City’s flood resiliency efforts.

Qualifications packages shall be mailed or personally delivered to:

**City of Fayetteville
Purchasing Department**

**Attention: Kimberly S. Toon, Purchasing Manager
433 Hay Street
Fayetteville, NC 28301**

Submittals shall be limited to a maximum of fifty (50) double-sided standard typewritten pages (8½" x 11", font size 10 or larger). Promotional literature, brochures, etc. will be considered as part of the page limit. The front and back cover, tabs, acknowledgment of addendum, as well as exhibits will not be counted toward the page limit. Packages which exceed the page limit may be rejected as non-compliant. The electronic version must be submitted as a high quality viewable and printable Portable Document File (PDF). Qualifications packages must be enclosed in a sealed envelope or package and clearly marked: **"On- Call Professional Engineering Services for Watershed Planning Program."**

Questions

Prospective offerors can submit all questions via email to kimberlytoon@fayettevillenc.gov by August 29, 2025, 5:00 p.m. Please title the subject line of the email as **"On-Call Professional Engineering Services for Watershed Planning Program"**. Answers to questions will be provided via addendum on the City's website.

It is the offeror's responsibility to ensure that all addenda have been reviewed, signed, and returned. A signed copy of each addendum must be included in the proposal package in the appendix section. Prospective firms are strictly prohibited from contacting any City official or employee regarding this Request for Qualifications, except in the manner prescribed above. Violation of this provision may result in the disqualification of the firm's submittal.

Table of Deadlines

Action	Date and Time	Location/Other
Proposers written questions to be addressed	August 29, 2025, 5:00 p.m.	Email: kimberlytoon@fayettevillenc.gov
Posting of questions on City website	September 5, 2025, 5:00p.m.	City Website
RFQ Due Date - Qualifications due from Proposers	September 25, 2025, 2:00p.m	City of Fayetteville Purchasing Department Attention: Kimberly S. Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301

Section 2 - Submittal Package Requirements

The qualifications package shall consist of the following information, tabbed as identified and in the order indicated. A firm that submits a package that does not follow the order or address each of the sections specified below may be deemed non-responsive.

Letter of Transmittal/General Information/Executive Summary

1. Provide firm name, year established, address, telephone number, email address, and contact person. Briefly describe your firm's operating history.
2. Provide a statement letter that the firm will provide Certificate(s) of Insurance with limits as required in the Professional Services Agreement (see Exhibit A), if the firm is selected. Provide a statement that the firm will be able to execute the PSA as shown in Exhibit A.
3. Provide proof of the firm's professional licensure in North Carolina through NCBELS. Proof can be included in the Appendix section of the submittal.
4. Identify if the firm is classified as a Disadvantaged Business Enterprise.
5. State any conflicts of interest your firm or any key individual may have with this program or with the City. List any pending or settled lawsuits or professional liability claims in which the company was involved during the past five (5) years.
6. Concisely address the highlights of the proposal, along with the strengths and expertise of the firm and the project team proposed to successfully accomplish the project objectives.

Organization of Consultant Team, Firm Capacity and Workload

1. Team Organizational Chart showing all firms (both prime and sub-consultant), contractual relationship between firms, and names of specific staff proposed for this project, including their titles. Identify certified Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) firms, if any.
2. Responsibilities to be fulfilled by each team member assigned to the project(s). Clearly delineate roles and responsibilities of the various team members, identify specialty, level of expertise, education and direct work experience on projects in the area(s) of respective expertise. The description of responsibilities will include an estimated percentage of the total project that is to be completed by each individual team member whether prime Consultant or sub-Consultant.
3. Clearly identify the project director and project managers from your firm and describe how services and projects will be successfully managed. Based upon experience, the project director should provide a prioritized list of the most important factors for successfully providing the services the City is requesting. Also, describe how quality will be controlled and ensured.
4. Identify the office location of the project director, managers, and other key project team members. In the event that services and project work may be performed by staff in multiple office locations, please describe how this will be managed to best serve the City of Fayetteville. Identify the adequacy, availability, and ability of personnel to complete the task. Provide a description of the firm's capacity, including staffing, a list of current projects, and schedules for completion.
5. Include a standard hourly rate chart for all personnel associated with this project. Please note this is a generic standard hourly rate chart by the hour and not a cost fee for this proposal. Additionally, please outline your firm's billing policy for travel time for personnel who may need to travel extensively to Fayetteville for site meetings and site inspections.

Personnel Qualifications

1. Provide a resume detailing professional qualifications of key management and staff personnel to be assigned to the project(s).
2. For those staff involved in modeling and analyses, please provide a table showing approximate years of experience with pertinent software packages, especially any experience with Autodesk Infoworks ICM and other software used in projects of this scope, and 3-5 names of projects reflecting that experience with a description of what their role was in the project.

3. Note: Substitution of other personnel after the selection is made must be approved by the City.

Experience and Expertise

Summary of at least five (5) projects of similar scope for which the Consultant was primarily responsible within the last five (5) years. Firms should limit the experiences included within the proposal to those that are similar to the services requested by the City. This section should also include the qualifications of any proposed Sub-consultants, if applicable. Each of the project summaries will include the following:

1. Description of the project, including size and scope.
2. Project schedule (initial schedule and actual/final schedule), including an explanation of delays, if any.
3. Initial project budget and final project cost.
4. Description of services rendered by the Consultant and degree of involvement (prime Consultant or Sub-consultant).
5. Associated firms involved and their assigned responsibilities.
6. Key principal and associated staff involved, along with their assigned responsibilities.
7. Summary of the client's program, along with key design elements and how the Consultant addressed them.
8. Experience should demonstrate a comprehensive understanding and ability to complete each of the services listed in the scope of work. Please review Section 4, Scope of Work, for detailed experience needs.
9. Experience should demonstrate the ability to perform similar work with municipalities or agencies of similar size and complexity as being requested.
10. Project references including names, addresses, email and telephone numbers. Please refer to Exhibit B.

Project Understanding, Approach, and Schedule

Clearly define the tasks and activities that might be required to meet the objectives outlined in the Scope of Work of Section 4 in this RFQ. This should also include responses to each of the following questions:

1. What resources your firm will use to address this project: people, equipment, software, etc.
2. Provide a narrative to demonstrate how well the firm understands the purpose and scope of the project.
3. Describe your scope (methodology, data collection, modelling review, quality control/quality assurance, etc.) to address each bulleted point outlined in the Scope of Work. This should include the tasks and narrative of how your firm will comply with the Scope of Work and what special services and products your firm has to meet our needs.
4. Describe your approach to managing schedule impacts, attention to detail, and project sequencing.
5. Describe why your firm should be selected to include any unique qualities that you feel make your firm well-suited to perform the work.
6. Provide your experience in completing similar or larger projects that can contribute to achieving the objectives of each of the bulleted items set out in the Scope of Work.
7. Describe how the firm provides the desired services and quality control to ensure an adequate level of service and successful project completion and management.

Section 3 - Evaluation and Award of Projects

Evaluation

The City will consider and evaluate qualifications packages in accordance with N.C.G.S. 143-64.31. Qualifications packages will be evaluated by a committee composed of City of Fayetteville personnel. As part of the evaluation process, the City reserves the right to request additional information and/or interview any or all firms. It is the intent of the City to select an on-call list (referred to herein as "list") of qualified firms using a Qualifications-Based Selection (QBS) process to provide professional services on an as-needed basis. After the evaluation, an on-call list will be developed and firms will be notified. All firms currently engaged by the City and performing engineering services for the Watershed Program are encouraged to submit their Statement of Qualifications (SOQ). The City intends to select at least ten (10) firms. Selected firms will demonstrate strong Autodesk Infoworks ICM experience. The tentative schedule for determining and finalizing the on-call list is October 2025.

This is not a bid. There will not be a public bid opening. The following criteria and weighting will be the basis on which Consultants will be selected for evaluation. A minimum score of 80 must be met to be considered.

Criteria	Weight
Letter of Transmittal/General Information/Executive Summary	5
Organization of Consultant Team, Firm Capacity and Workload	20
Personnel Qualifications	20
Experience and Expertise	25
Project Understanding, Approach and Schedule	30

Award

All firms selected to be part of the list will be required to execute a Professional Services Agreement (PSA) and individual Work Authorizations for projects for which they are selected. As part of the submittal, firms may submit exceptions to the Professional Services Agreement, which may be considered by the City for acceptance. The City reserves the right to accept or reject any proposed exception or modification to the PSA.

The list shall be effective for five (5) years with an option to extend for additional one-year periods, not to exceed two (2) additional years, or a maximum of seven (7) total years from the effective date of the list. Selection by the City for the on-call list is not a guarantee that any firm will receive a project. As projects arise, the City will review the firms included on the list and make a determination as to the most qualified firm to perform work on a specific project. The City makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. Additionally, the City makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) will be spread equally or according to any other specific criteria among the firms on the list. The City intends to select multiple qualified Consultants for the list but reserves the right to award in the quantity determined to be in the best interest of the City, including the rejection of all offers and re-solicitation of the work.

Selected firms that do not meet the City's performance expectations, routinely decline opportunities to participate in projects offered, or lose significant internal expertise submitted with the original RFQ response may be removed from the list.

While the City intends to utilize the list for over the five (5) year period, the City reserves the right to issue separate solicitations for a specific project or projects when it is determined to be in the best interest of the City to do so. In such cases, all firms currently included on the list would be invited to participate. The City also reserves the right to include firms who are not included on the list resulting from this solicitation.

The City reserves the right to accept qualifications-based submittals from new firms at its discretion and, upon evaluation, add new firms to the list if it is determined to be in the best interest of the City. New firms shall be defined as those firms that express an interest in working with the City and did not receive or decline an invitation to submit a qualifications package in response to the City's original request.

Selected firms shall agree to provide information regarding changes in ownership, operation, or personnel to the City promptly. The City, upon evaluation of information received, reserves the right to remove a firm from the list.

Upon selection of a firm for a particular project, the firm and the City shall negotiate and agree to the scope of work, responsibilities, and compensation for the project, after which a Work Authorization for the project will be executed by the firm and the City.

All information and materials submitted in response to this solicitation shall become the property of the City of Fayetteville and shall be subject to the provisions of North Carolina public records laws. Sections marked as trade secrets shall remain confidential.

Section 4 – Scope of Work

The City of Fayetteville has recently experienced significant flood events. Since 2016, the City has experienced two record floods which prompted heightened attention to the City's watershed planning. With the assistance of engineering consultants, City staff is developing a Watershed Master Plan program to identify and prioritize areas of concern for flooding impacts. Stormwater management projects will be developed from this effort to provide solutions to flooding issues that have a significant public benefit. All proposed solutions from watershed studies that have been presented to Council have been approved for inclusion into the CIP. These proposed solutions have not yet been prioritized. The City anticipates as many as fifty (50) or more projects are forthcoming from our planning efforts for which federal and state grant funding assistance will be sought through WRDA, USACE, FEMA-FMA, FEMA-BRIC, FEMA-HMGP, ARPA, HUD Community Development Block Grant – Mitigation or Disaster Recovery, CWSRF, and other pertinent grant-funding agencies. The City intends to continue modeling as funding is available.

The intent of this RFQ is to obtain the services of a professional engineering consultant wishing to conduct stormwater watershed program services for the City of Fayetteville, NC. The city needs a strategic plan that ensures flooding resiliency is ensured for the future, by providing adequate funding, and ensuring compliance with the stormwater NDPES MS4 program. The immediate need is a decision-support tool that can be used to build a CIP plan for the next five years, and longer term to help make progress towards implementing the results of the current watershed studies, while incorporating other planning efforts by the city and NCDOT to include but not

limited to Parks and Recreation, Economic Development, land use, and more. The city's goal is to be a progressive forward-thinking community as related to where and how many capital improvements projects are ongoing and planned for the future. The services envisioned include but are not limited to three categories of services: Category A Program Management, Category B Modeling, and Category C Strategic Planning. These categories are outlined below and described in more detail in the following sections. Unique applications are especially sought such as use of GIS, infographics and other tools for visualization of results and communication with internal and external stakeholders. All firms should be familiar with the City's Stormwater Management Ordinance.

Category A. Program Management

- Oversight of watershed studies
- Stormwater Data Management and Asset Management

Category B. Modeling

- Modeling for watershed studies
- Support of FEMA mapping requests
- Technical model maintenance

Category C. Strategic Planning

1. Strategic Plan Development
 - a. Benchmark with peer cities
 - b. Tool to incorporate data from watershed studies, and incorporate other decision aspects (balancing capital needs with city resources and considering rate adjustments
 - c. Recommended CIP (short and long-term)
 - d. Funding analysis for priority CIP
 - e. Proposed solution prioritization
 - f. Exploring public private partnerships

- g. Grant identification and development
- 2. Strategic Asset Management Plan
 - a. Experience in planning and design of large interdepartmental projects
 - b. Program management of NPDES MS4 Permit for Phase 1 Community
 - c. Strategic Water Quality Monitoring Plan
 - d. Water quality projects and studies; streams, wetlands, and natural systems projects and studies, green stormwater infrastructure
- 3. Early Flood Warning System
- 4. Flood Awareness Campaign

Category A. Program Management

This category focuses on on-call consultant support for the city's Watershed Program, Data Management Program, and Asset Management Program.

Watershed Program

This section of Category A focuses on on-call support for the city's Watershed Program. This may include contract negotiations, and preparing watershed study invoices. This support may also require providing QA/QC and technical assistance to any watershed studies not yet finalized, in alignment with current watershed program practices.

Nine of the 15 Priority 1 watershed studies have been finalized, and four are currently in progress. The results of these studies, especially the models and proposed solutions, need to be thoughtfully managed and used for future efforts. This work will include providing oversight such as QA/QC for the remaining watershed studies that have not yet been completed, and programmatic oversight of the management of the models and model results. The remaining priority 1 watershed studies are currently planned for in-house development; however, staff capacity may be limited and require consultant support. We plan to model additional watershed areas as funding becomes available, which may also require program management oversight.

Stormwater Data Management and Asset Management Programs

Services may include oversight of city-wide asset survey; support for stormwater data management, data analysis, and geographic information systems; and stormwater asset management for system conveyances, stormwater control measures, and programmatic dams asset management.

Oversight of city-wide asset surveys includes contract negotiations, invoice preparation and managing day-to-day aspects of the city-wide asset surveys. QA QC will also be provided for the city-wide asset surveys, to ensure the data is accurate and complete. The asset survey is first and foremost intended to meet the MS4 permit requirements and document the existing assets across the city, and will also be useful in future modeling efforts.

On-call firms supporting data management for Stormwater will have and be able to articulate experience providing the following services:

- Information management systems to support the analysis and display of data for NPDES permit compliance, stormwater asset management, water quality, flood and floodplain information, watershed planning, public input and other various stormwater data.
- Ability to acquire and integrate high-accuracy survey data into GIS feature datasets to support watershed planning.
- Experience collecting field data and developing data collection platforms.
- Provide or support information management systems to display data and Key Performance Indicators (KPIs) for various stormwater program areas.
- Develop documentation and protocols to sustain data utilized by the various program areas.
- Capabilities for developing GIS data and applications.
- Implementation and use of Cityworks and PowerBI (or similar tools) to support Watershed Program elements.
- Supporting the integration of new technologies or custom platforms for city stormwater.

The Stormwater Asset Management Program includes asset management for the Municipal Separate Storm Sewer System (MS4) assets and conveyances, streams on city property or where public easements have been obtained, City Stormwater Control Measures (SCMs), and Dams.

On-call firms supporting Stormwater Asset Management program will ideally have and be able to articulate their approach and experience providing the following services:

- Expertise in asset management program development for stormwater system conveyances, streams, SCMs, and dams. Note that asset management consulting services may include stakeholder engagement, developing levels of service, and developing program budgets and resource needs.

- Support to the team in capital improvement program and operations and maintenance program budgetary recommendations.
- Condition assessment of stormwater conveyances including pipes, catch basins, culverts, and other stormwater features.
- Condition assessment of Stormwater Control Measures (SCMs) and certification of SCM inspections.
- Condition assessments and inspections of dam and spillway-related conditions.
- Assessment and stewardship of completed stream stabilization or restoration projects.
- Development of actionable, long-term rehabilitation plans for MS4 conveyances, streams, SCMs, and dams based on a risk framework.
- Conveyance system rehabilitation design including replacement, lining, and other rehab methods, and especially innovative or trenchless methods.
- Planning, design, and construction oversight support of SCM repairs and rehabilitation projects as well as new projects.
- Experience helping lead public meetings and equitable public engagement.
- Development of programmatic goals and projects.
- Development of stakeholder engagement plans.
- Data integration.
- Capability to design with maintenance in mind and developing clear, understandable, and practical operations and maintenance manuals.

Category B. Modeling

This category focuses on on-call consultant support and studies that may be required for the watershed master planning program, floodplain management program support, and city-wide technical model maintenance.

The Watershed Master Planning Program was initiated in 2018 to strategically improve stormwater conditions for city residents by performing watershed-wide evaluations and identifying and prioritizing improvement projects to address renewal of aging stormwater assets, water quality, stormwater conveyance, flooding, and stream stabilization. This program is a driver for the identification and prioritization of stormwater capital improvement projects as well as

programmatic projects. Thirteen of the 15 watersheds across the city have been or are in the process of being comprehensively studied (about 25% of the city area). The remaining two studies are slated for in-house modeling and reporting, dependent on staff availability. Projects from the completed studies have been included in the Capital Improvement Program. Long-term phased projects have also been identified and require unique skills in management, collaboration, funding procurement, and both internal and external communication. Additional watershed areas beyond the Priority 1 areas will be modeled as funding becomes available, with such modeling being performed either in-house or by consultants, and will require programmatic oversight to be consistent with the Watershed Program.

The City maintains existing conditions Base Models including HEC-HMS models for hydrology, HEC-RAS models for primary streams, and InfoWorks ICM models for secondary storm drainage systems (ICM model). The HEC-HMS hydrologic models were developed for all watersheds and subbasins within the City, while the HEC-RAS primary stream and ICM models were developed only for Priority 1 subbasins. The Base Models will be maintained and updated to reflect the most updated existing conditions stormwater infrastructure. It is the City's goal to update the Base Models at least once a year to include recently obtained survey, constructed Priority 1 Watershed Study projects, Drainage Assistance Projects (DAPs), Capital Improvement Projects (CIPs), and constructed development projects within the Priority 1 subbasins. In addition, the ICM Base model may be updated to include non-priority 1 subbasins studies. The city is looking for consulting firms that will serve as an extension of staff for the next several years. These staff will at a minimum once a year, keep parallel copies of the model(s) of record, update them to new software updates and development areas and be a backup to the model of record for the city.

Firms wishing to support watershed management, master planning, and related modeling studies and long-term support should include their experience providing the following services:

- Project delivery including managing project scope, schedule, budget, and quality.
- Hydraulic modeling using Autodesk Infoworks ICM and PCSWMM, and HEC-RAS. This project will require consultants to be experienced in stormwater modeling/design. It is required at a minimum for the consultants to have Autodesk Infoworks ICM experience. Please elaborate on your experience working on similar projects utilizing stormwater modeling/design software, referencing and expounding on the table requested in item #2 under Section 2.3 Personnel Qualifications. Please note additional tools and software you may use and recommend.
- Hydrologic modeling using HEC-HMS
- Conducting watershed modeling under existing and future conditions, and experience with incorporating varying potential future climate scenarios into modeling. Experience with the

city's watershed planning program and understanding of the Consultant Management and Standards Manual.

- The city is interested in how to plan and design for future uncertainty. Describe your experience in developing guidance for future watershed studies and designs, with respect to design criteria and updated IDF curves, especially for long-life assets such as bridges.
- Calibrating and validating models with limited available information and stream gages.
- Providing long-term support in updating and maintaining city-wide base models (technical model maintenance) to ensure continued accuracy and usefulness by being an extension of staff.
- Development of online GIS maps (ESRI-based) to help track data collection and visually display results.
- Development of infrastructure rehabilitation and/or replacement recommendations
- Development of integrated projects that consider flooding hazards, aging infrastructure, water quality, and other program goals.
- Identification and prioritization of stormwater system improvements
- Evaluating alternatives and considering large-scale mitigation projects
- Developing planning-level capital cost estimates for stormwater system improvements.
- Developing public-facing materials (website, videos, maps) to communicate results

Upon request, the city will make its current watershed planning methodology documents and sealed watershed study reports available for review.

Category C. Strategic Planning

This category focuses on strategic plan development related to stormwater management, including but not limited to the following: developing decision-support tools to include prioritizing proposed solutions, recommending both short- and long-term CIP for next 25 years, funding considerations including rate analysis and model, public-private partnerships, economic incentives, and grants; GIS for visualization and online display; and support in assessing current staffing and recommending future staffing needs by benchmarking with peer cities, that will support the recommended CIP. Additionally, strategic asset management planning is desired, to include large interdepartmental projects and attendant policy development, program management of NPDES MS4 Permits for Phase 1 communities, and strategic water quality monitoring and management plan.

Strategic plan development will include but not be limited to establishing shared vision, goals, and objectives with extensive internal and external stakeholder engagement; a successful strategy that includes identification and prioritization of existing and new policies, programs, and/or tools needed to reach these goals; development of metrics and targets to track measurable progress; and evaluation of resources and timeframe required to implement the plan. Specific elements of interest are described below but are not limited to same.

City is looking for industry standard visualizations, branding, publication material and messaging that helps guide multiple stakeholders such as elected official, City managers office, community residents, and staff.

Successful firms will be well-versed in developing decision-support tools for the prioritization and implementation of capital improvement programs. For example, the city has identified over 360 proposed solutions through the watershed studies. These solutions need to be prioritized and an agile process developed for ensuring projects are continuously being designed and constructed, as funding becomes available, and as other city master plans are being implemented. Please provide example projects related to developing decision-support tools to enable prioritization for CIPs and other elements of strategic plan development, incorporating cross-departmental prioritization collaborations.

Proposers are encouraged to highlight their experience in various methods of identifying and procuring funding for a Capital Improvements Program, including but not limited to conducting a stormwater utility rate analysis and model, identifying and developing grant applications, identifying and developing public-private partnerships, providing economic incentives, and more. A rate model analysis is desired to better understand sources of internally generated funding. Provide experience with peer cities and outcomes of such rate model analysis, and recommendations generated. Please also provide examples of working with similar sized local governments in assessing current staffing and recommending future staffing needs in support of the short- and long-term CIP to be generated from this work, through bench-marking with peer cities and other experience. Describe your experience in ensuring the resulting recommendations are equitable, sufficient to cover the costs of the stormwater program, and understandable. A recent rate model analysis has been conducted and the city would like to further develop this analysis.

The city is interested in how to plan and design for future uncertainty. Describe your experience in developing guidance for future watershed studies and designs, with respect to design criteria and updated IDF curves, especially for long-life assets such as bridges. How have you handled questions of planning for future uncertainty while balancing funding constraints?

The city is embarking on a city-wide survey that fills in the stormwater asset data gaps that were not collected during the priority 1 Watershed Studies. With this additional information, the city will be ready to tackle asset management related to flooding. The city is interested in developing an asset management program that includes folding in flooding-related data from the watershed studies, flood complaint database, and other sources of data. Proposers are encouraged to highlight experience in maintenance and strategic plan development, as well as condition assessment.

Firms should have experience in a variety of different scaled projects from routine culvert upsizing to large inter-departmental multi-year projects. Describe experience with large inter-departmental multi-year projects, such as the size of the project, interesting attributes related to phasing and adapting design, and any funding considerations and potential ordinance or policy recommendations.

The city is also interested in developing a Strategic water quality monitoring and management plan. Describe your experience developing plans for a similar sized NPDES MS4 Phase 1 community, your experience in development review, and recommendations made to provide flood resiliency, and support floodplain management rules. Please also describe your experience in packaging, delivering, marketing, and visualizing plans, model results, and outcomes for various stakeholders, both internal and external.

The city has begun developing a flood awareness campaign. Describe your experience working with local government to develop such a campaign and the approach you would take for the city. Include a description of your experience with managing data sets and incorporating data into digital formats, or other future-forward methods of conveying modeling results to the public and other stakeholders. Describe your experience developing and providing outward-facing flood awareness education; experience working with emergency management and others to develop flood awareness programs and tools, and guidance for streets maintenance to more efficiently interact with the Emergency Management during events.

During a contracted project of any service listed above, the following duties may be assigned to the hired consultant:

- Provide description of how the firm provides the desired services and quality assurance and control to assure adequate level of service and successful project completion and management.
- Coordinate with City staff to develop a scope of work for each specific project selected by the City.

- Provide a timeline designed to meet the requirements of the City, as well as scheduling and control methodology that will be used to ensure the schedule will be met. The timeline should include key milestone dates and a detailed description of key project steps.
- Incorporate as needed the use of a website for City staff to track work progress daily.
- Provide ongoing support to City staff as needed, to include support for program benchmarking studies and evaluations, review of key performance indicators and other program metrics and program level strategic planning.
- Conduct public/stakeholder meetings to share information at key points during the project; perform a situation assessment by interviewing stakeholders and/or gathering necessary data with traditional and new media tools.
- Conduct presentations to the Fayetteville City Council and Stormwater Advisory Board.
- Support public engagement such as outreach and public meetings, across a variety of demographics.
- Provide industry standard visualizations, branding, publication material and messaging that helps guide multiple stakeholders such as elected official, City manager's office, community residents, and staff.
- Identify watershed goals and provide recommended actions to address them.
- Perform high quality stream condition assessment and provide restoration recommendations as part of a watershed study process.
- Provide backup documents and electronic files

Section 5-General Contracting Terms

E-Verify

Contractor 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. Contractor 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). Contractor pledges, attests and warrants through execution of this contract that Contractor 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 Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.

Other Provisions

Binding Effect - This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

Nondiscrimination - The Contractor 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. The Contractor further agrees not to discriminate in accordance with federal and state laws while performing the services required herein.

Morality Clause - If, in the sole opinion of the City, at any time Contractor 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 Contractor, 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.

Assignment - It is the intent of this Contract to secure the personal services of Contractor and failure of Contractor for any reason to make the personal services available to the City of Fayetteville for the purposes described in this contract shall be cause for termination of this contract. Contractor shall not assign this contract without prior written consent of the City of Fayetteville.

Governing Law - The validity, interpretation and execution of this Agreement and the performance of and right accruing under this Agreement are all to be governed by the laws of North Carolina.

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.

Compliance with Laws - Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

Entire Agreement - This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this contract shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Contractor.

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.

Non-Appropriation Clause - Notwithstanding any other provisions of this contract, 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 contract shall terminate immediately without further obligation of City of Fayetteville.

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.

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.

Termination for Cause - In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the 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 Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

Termination for Convenience - Upon thirty (30) calendar days' written notice to Consultant, the 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 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 City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

Terminating Illegal Discrimination Certification: Contractor certifies that: (i) it does not operate any DEI programs that violate any applicable Federal anti-discrimination laws, (ii) it is compliant in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions, and (iii) agrees that, if a violation of this certification is found, could lead to liability under the False Claims Act. By signing this Agreement, Contractor 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 claim that this Agreement or any part thereof is void due to Contractor's noncompliance with this certification at any time before or during the term of this Agreement.

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.

Divestment of Companies Boycotting Israel or Investing in Iran Certification- Contractor 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 Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

Survival of Terms - All warranties, covenants, and representations contained within this contract 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.

Amendment - The City and Contractor may, from time to time, request changes in services to be performed by Contractor. Any such changes that are mutually agreed upon by the City and Contractor shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

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.

Contractor Name (Print)

Contractor Signature

Date of Signature

Exhibit A: References

Vendor must supply five (5) references of clients for whom similar work was performed. Format example:

Reference Company Name:

Contact: _____ Phone #: _____

Nature of work performed:

Exhibit B: Professional Services Agreement

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

DRAFT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the _____ day of _____ 2024 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and _____ (“Consultant”).

In consideration of mutual promises and covenants in this Agreement, the Parties agree as follows:

ARTICLE 1. Services

1.1 Background & Scope of Work. The City desires to engage Consultant to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. Consultant is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Time of Performance. Consultant will perform the services promptly and according to the Proposal provided. The City will cooperate with Consultant as reasonably required to complete the services outlined in the Proposal. Both Parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.3 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by Consultant or as otherwise outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation. The City shall pay Consultant for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$XXXX.00 without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. Consultant shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause. In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the 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 Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience. Upon thirty (30) calendar days' written notice to Consultant, the 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 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 City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 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.

4.2 Indemnity & Professional Liability Insurance. 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. 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.

4.3 Indemnity & General Liability Insurance. Consultant agrees to defend, 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 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.

4.4 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 required by North Carolina law and 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) 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 Consultant under the terms of this Agreement.

ARTICLE 5. 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 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of Consultant and failure of Consultant for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. Consultant shall not assign this Agreement without prior written consent of the City.

6.2 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.

6.3. 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.

6.4 Venue & 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.

6.5 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.

6.6 Compliance with Laws. Consultant agrees to comply with all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 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.

6.8 Amendment. The City and Consultant may, from time to time, request changes in services to be performed by Consultant. Any such changes that are mutually agreed upon by the City and Consultant shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless

and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 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.

6.11 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.

6.12 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.

6.13 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 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.

6.14 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.

6.15 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.

[Signature page to follow]

DRAFT

DRAFT

Attest:

CITY OF FAYETTEVILLE:

JENNIFER L. AYRE
City Clerk

KELLY STRICKLAND
Assistant City Manager

Date

VENDOR NAME

BY: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Vendor Signature

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 C: Sample Project Summary & Invoicing Forms

Account Summary

Consultant Name

For Professional Services Rendered Through

<Date>

Sent From

Company: Company
 Street Address: Street
 City, State, Zip: Address City,
 State, Zip
 Account Summary POC:
 Point of
 Contact
 Phone Number: Phone Number
 Email: Email Address

Sent To

Company: City of
 Street Address: Fayetteville 433
 City, State, Zip: Hay Street
 Point of Contact:
 Phone Number: Fayetteville, NC, 28301
 Email: City PM or POC (Specified Below)
 Varies
publicservicesinvoicing@ci.fay.nc.us

Invoiced Through: City PM (Not Part of a Program)

City Division	City PM / POC	Consultant PM	Contract Name	Contract #	Contract Amt	Status	PO #	Inv #	Paid Invoices	Unpaid Invoices	Due This Invoice	Invoiced to Date	%Comp
Traffic	Lee Jernigan					Invoicing - Work Done This Period						\$0.00	#DIV/0!
Engineering	Byron Reeves					Invoicing - Work Done This Period						\$0.00	#DIV/0!
Other	Other					No Invoice - No Work Done This Period						\$0.00	#DIV/0!

Invoiced Through: Stormwater CIP Program (City Program Manager: Mark Van Auken)

City Division	City PM / POC	Consultant PM	Contract Name	Contract #	Contract Amt	Status	PO #	Inv #	Paid Invoices	Unpaid Invoices	Due This Invoice	Invoiced to Date	%Comp
NA	NA					No Projects for This Category						\$0.00	#DIV/0!

Invoiced Through: FEMA Program (City Program Manager: David Webb)

City Division	City PM / POC	Consultant PM	Contract Name	Contract #	Contract Amt	Status	PO #	Inv #	Paid Invoices	Unpaid Invoices	Due This Invoice	Invoiced to Date	% Comp
Stormwater	Byron Reeves					Invoicing - Work Done This Period						\$0.00	#DIV/0!
Stormwater	Byron Reeves					Invoicing - Work Done This Period						\$0.00	#DIV/0!
												\$0.00	#DIV/0!

Invoiced Through: Watershed Program (City Program Manager: Morgan McIlwain)

City Division	City PM / POC	Consultant PM	Contract Name	Contract #	Contract Amt	Status	PO #	Inv #	Paid Invoices	Unpaid Invoices	Due This Invoice	Invoiced to Date	% Comp
Stormwater	Sheila Thomas-Ambat					Invoicing - Work Done This Period						\$0.00	#DIV/0!
Stormwater	Sheila Thomas-Ambat					Invoicing - Work Done This Period						\$0.00	#DIV/0!

Exhibit C: Sample Project Summary & Invoicing Forms

PROJECT SUMMARY

Project Name

For Professional Services Rendered Through:		<Date>	
Invoice Date:		<Date>	
Contract Number: ###		Invoice: ###	
Purchase Order: ###		Invoice Amt: \$000	
For City Use Only			
Approved By:		Date:	

Sent From

Company:	Company
Street Address:	Street Address
City, State, Zip:	City, State, Zip
Point of Contact:	Point of Contact
Phone Number:	Phone Number
Email:	Email Address

Project Team

City PM/POC:	Select Your Point of Contact		
Consultant PM:	Name	Construction Manager:	Name or NA
Program Manager:	Name or NA	Contractor:	Name or NA
Design Consultant:	Name or NA	Other Subs:	Names of companies and roles or NA

1. Summary of Services Performed this Period

Services performed during this invoice period include, but are not limited to:

- Scope item 1
- Scope item 2

2. Summary of Services Projected for Next Period

Services anticipated to be performed during the next invoice period include, but are not limited to:

- Scope item 1
- Scope item 2

3. Potential Out of Scope Services

<Choose one of the below>

No out of scope items were performed during this invoicing period. Or

Provide a detailed description of the out of scope services performed.

Exhibit C: Sample Project Summary & Invoicing Forms

Also attached:

- Section 4: Budget Summary
- Section 5: Schedule Summary
- Detailed Invoice Breakdown
- Detailed Labor Breakdown

For billing questions, please contact CONSULTANT ACCOUNT SUMMARY POC at EMAIL or PHONE. For all other questions, please contact CONSULTANT PM at EMAIL or PHONE.

Thank you,

CONSULTANT PM SIGNATURE

Exhibit C: Sample Project Summary & Invoicing Forms

4. Budget Summary

Current Invoice Amount \$53,070.00	Percent Spent (%) 54.33%
Contract Duration (Days) 310	Percent Complete (Calculated) 60.3%
Current Progress (Days) 187	Percent Complete (PM Estimate) 45.0%

5. Schedule Summary

Milestone	City Approved Start Date	Revised Start Date	Actual Start Date	Variance	Additional Information
Design Start Date (NTP):	1/26/2020		1/26/2020	0	On schedule
1.3 Survey	3/27/2020		4/1/2020	▶ (5)	Delay due to weather
2.0 401/404 Permitting	5/28/2020		5/28/2020	0	Back on track
3.0 Preliminary Design Plans	6/27/2020		6/15/2020	✔ 12	On schedule
4.0 Final Design Plans	9/1/2020				
<i>Add Other Milestones as applicable:</i>					
Design End Date:	12/1/2020				

Exhibit C: Sample Project Summary & Invoicing Forms

DETAILED INVOICE BREAKDOWN

Tasks and Descriptions	Contract Amount	Percent Spent		Previously Invoiced	Due This Invoice	Invoiced to Date
		Period	Total			
BASIC SERVICES						
1 Management and Survey	\$26,181	56.72%	72.53%	\$4,140	\$14,850	\$18,990
1.1 Project Admin	\$14,435	53.41%	65.33%	\$1,720	\$7,710	\$9,430
1.2 Meetings	\$7,176	51.00%	73.72%	\$1,630	\$3,660	\$5,290
1.3 Field Surveys	\$4,451	78.18%	95.93%	\$790	\$3,480	\$4,270
2 401/404 Permitting	\$21,886	46.60%	46.60%	\$0	\$10,200	\$10,200
2.1 Coordination	\$5,574	78.39%	78.39%	\$0	\$4,370	\$4,370
2.2 Management	\$8,154	40.10%	40.10%	\$0	\$3,270	\$3,270
2.3 Approvals	\$7,155	35.78%	35.78%	\$0	\$2,560	\$2,560
3 Preliminary Design Plans	\$25,076	74.53%	74.53%	\$0	\$18,690	\$18,690
3.1 Development	\$6,739	101.94%	101.94%	\$0	\$6,870	\$6,870
3.2 QA/QC	\$8,902	30.78%	30.78%	\$0	\$2,740	\$2,740
3.3 DOT/Utility Coordination	\$8,278	109.68%	109.68%	\$0	\$9,080	\$9,080
4 Final Design Plans	\$13,159	28.27%	28.27%	\$0	\$3,720	\$3,720
4.1 Development	\$2,995	104.83%	104.83%	\$0	\$3,140	\$3,140
4.2 QA/QC	\$5,242	11.07%	11.07%	\$0	\$580	\$580
4.3 Final Signed and Sealed	\$4,326	0.00%	0.00%	\$0	\$0	\$0
SPECIAL SERVICES						
1 Dam Safety Coordination	\$2,094	30.57%	38.21%	\$160	\$640	\$800
2 Additional Utility Coordination	\$14,783	29.36%	47.01%	\$2,610	\$4,340	\$6,950
3 Traffic Control Plans	\$4,674	13.48%	74.89%	\$2,870	\$630	\$3,500
4 Construction Phase Services	\$7,835	0.00%	0.00%	\$0	\$0	\$0
TOTAL (\$)	\$115,688			\$9,780	\$53,070	\$62,850
TOTAL (%)				8.45%	45.87%	54.33%

Firm

Contract

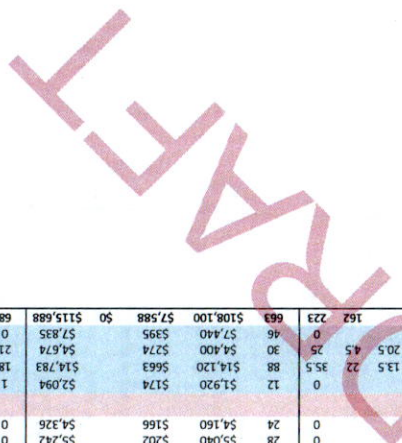
Exhibit C: Sample Project Summary & Invoicing Forms

DETAILED LABOR BREAKDOWN

Task and Description	Proj 6			Proj 5			Proj 4			Proj 3			Combined Totals (CT)			Previous Effort (PE)			Effort This Period (ETP)			Effort to Date (ETD)																				
	CT	PE	ETD	CT	PE	ETD	CT	PE	ETD	CT	PE	ETD	Hours	Expense	Subs	Hours	Expense	Subs	Hours	Expense	Subs	Hours	Expense	Subs																		
BASIC SERVICES	6	0	0	43	2	12.5	14.5	8	0	0	0	106	27	90	117	163	\$25,060	\$1,121	\$0	\$4,140	\$0	\$4,140	103	\$14,850	\$0	\$14,850	132	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990
1 Management and Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	103	\$14,850	\$0	\$14,850	132	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990	\$0	\$18,990		
1.1 Project Admin	4	0	0	24	1	5.5	6.5	4	0	0	0	58	11	48	59	90	\$13,880	\$555	\$0	\$1,720	\$0	\$1,720	54	\$7,710	\$0	\$7,710	66	\$9,430	\$0	\$9,430	\$0	\$9,430	\$0	\$9,430	\$0	\$9,430	\$0	\$9,430				
1.2 Meetings	2	0	0	0	0	0	0	0	0	0	0	17	5	21	26	28	\$6,900	\$76	\$0	\$1,630	\$0	\$1,630	25	\$3,660	\$0	\$3,660	37	\$5,290	\$0	\$5,290	\$0	\$5,290	\$0	\$5,290	\$0	\$5,290	\$0	\$5,290				
1.3 Field Surveys	0	0	0	0	0	0	0	0	0	0	0	11	21	32	41	56	\$4,280	\$171	\$0	\$790	\$0	\$790	24	\$3,480	\$0	\$3,480	30	\$4,270	\$0	\$4,270	\$0	\$4,270	\$0	\$4,270	\$0	\$4,270	\$0	\$4,270				
2.1 Coordination	10	10	11	0	0	0	0	0	0	0	0	24	0	15.5	15.5	118	\$20,080	\$1,806	\$0	\$0	\$0	\$0	61	\$10,200	\$0	\$10,200	111	\$18,690	\$0	\$18,690	\$0	\$18,690	\$0	\$18,690	\$0	\$18,690	\$0	\$18,690				
2.2 Management	12	15	15	16	16.5	16.5	16	16	16	16	16	40	0	0	0	44	\$7,840	\$314	\$0	\$0	\$0	\$0	18	\$3,270	\$0	\$3,270	16	\$2,560	\$0	\$2,560	\$0	\$2,560	\$0	\$2,560	\$0	\$2,560	\$0	\$2,560				
2.3 Approvals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	16	\$2,560	\$0	\$2,560	16	\$2,560	\$0	\$2,560	\$0	\$2,560	\$0	\$2,560	\$0	\$2,560	\$0	\$2,560				
3.1 Preliminary Design Plans	22	33	32.5	50	0	11	11	32	0	38	38	32	0	29.5	29.5	136	\$23,000	\$2,076	\$0	\$25,076	\$0	\$25,076	111	\$18,690	\$0	\$18,690	42	\$6,870	\$0	\$6,870	\$0	\$6,870	\$0	\$6,870	\$0	\$6,870	\$0	\$6,870				
3.2 QA/QC	12	10	10	30	20	10	10	16	30	38	38	32	0	25.5	25.5	42	\$6,480	\$259	\$0	\$0	\$0	\$0	42	\$6,870	\$0	\$6,870	15	\$2,740	\$0	\$2,740	\$0	\$2,740	\$0	\$2,740	\$0	\$2,740	\$0	\$2,740				
3.3 DOT/Utility Coordination	14	0	13	28	0	1	1	16	0	6.5	6.5	12	0	0	0	46	\$7,960	\$342	\$0	\$0	\$0	\$0	54	\$9,080	\$0	\$9,080	15	\$2,740	\$0	\$2,740	\$0	\$2,740	\$0	\$2,740	\$0	\$2,740	\$0	\$2,740				
4.1 Development	6	11	10.5	14	0	13	12.5	16	0	6.5	6.5	12	0	0	0	78	\$2,880	\$115	\$0	\$0	\$0	\$0	17	\$3,140	\$0	\$3,140	17	\$3,140	\$0	\$3,140	\$0	\$3,140	\$0	\$3,140	\$0	\$3,140	\$0	\$3,140				
4.2 QA/QC	8	2	2	16	2	1	1	8	0	0	0	28	0	0	0	28	\$5,040	\$202	\$0	\$0	\$0	\$0	3	\$580	\$0	\$580	3	\$580	\$0	\$580	\$0	\$580	\$0	\$580	\$0	\$580	\$0	\$580				
4.3 Final Signed and Sealed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$4,160	\$166	\$0	\$4,326	\$0	\$4,326	0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
SPECIAL SERVICES	82	58	58	179	48	54	160	66	66	66	66	242	162	223	663	\$108,100	\$7,588	\$0	\$115,688	\$0	\$115,688	68	\$9,780	\$0	\$9,780	332	\$53,070	\$0	\$53,070	\$0	\$53,070	\$0	\$53,070	\$0	\$53,070	\$0	\$53,070					
1 Dam Safety Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,920	\$174	\$0	\$2,094	\$0	\$2,094	1	\$160	\$0	\$160	4	\$640	\$0	\$640	\$0	\$640	\$0	\$640	\$0	\$640	\$0	\$640				
2 Additional Utility Coordination	10	0	0	10	4	7	11	40	40	40	40	28	13.5	22	35.5	88	\$14,120	\$663	\$0	\$14,783	\$0	\$14,783	18	\$2,610	\$0	\$2,610	29	\$4,340	\$0	\$4,340	\$0	\$4,340	\$0	\$4,340	\$0	\$4,340	\$0	\$4,340				
3 Traffic Control Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	\$4,400	\$274	\$0	\$4,674	\$0	\$4,674	21	\$2,870	\$0	\$2,870	5	\$630	\$0	\$630	\$0	\$630	\$0	\$630	\$0	\$630	\$0	\$630				
4 Construction Phase Services	8	0	0	8	0	0	0	8	0	0	0	24	0	0	0	46	\$7,440	\$395	\$0	\$7,835	\$0	\$7,835	0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
TOTAL CONTRACT	82	58	58	179	48	54	160	66	66	66	66	242	162	223	663	\$108,100	\$7,588	\$0	\$115,688	\$0	\$115,688	68	\$9,780	\$0	\$9,780	332	\$53,070	\$0	\$53,070	\$0	\$53,070	\$0	\$53,070	\$0	\$53,070	\$0	\$53,070					

Contract

Firm Name #



LEVARO