

# **Professional Service Agreement**

## **Scope of Work and Terms Document**

# **City of Fayetteville, NC**

## PROFESSIONAL SERVICES AGREEMENT

This agreement (“Agreement”) is made by and between **Stewart Engineering, Inc** henceforth known as “Contractor,” and the **City of Fayetteville**, henceforth known as “City.” Collectively, “Contractor” and “City” shall be referred to as “Parties.” This Agreement is made effective as of the date it is fully executed.

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 **\$488,505.00** 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]

Stewart Engineering, Inc

By: Tedd Duncan

Printed Name: Tedd Duncan, PLA

Title: Vice President, LAND Practice Leader

Date: April 15, 2025

ATTEST:

Jennifer L. Ayre  
JENNIFER L. AYRE, MPA, MMC  
City Clerk



CITY OF FAYETTEVILLE  
By: Douglas J. Hewett  
Douglas J. Hewett ICMA-CM  
City Manager

Date: 5/15/2025

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

Tiffany R. Murray  
TIFFANY R. MURRAY  
Chief Financial Officer



Raleigh Office  
7 919.380.750

223 S. West St, Suite 1100  
Raleigh, NC 27603

March 23, 2025

Michael Gibson  
Director  
Fayetteville-Cumberland Parks and Recreation  
121 Lamon Street  
Fayetteville, NC 28301

**Re:** Proposal for Professional Services  
**Scope:** Landscape Architecture and Civil Engineering  
**Project:** Glenville Lake Crossing & East Shore Trail - Implementation Phase  
**Location:** Fayetteville, NC

Dear Michael,

**STEWART** is pleased to provide you with this proposal for Professional Services associated with Glenville Lake Crossing & East Shore Trail - Implementation Phase in Fayetteville, NC. This is an exciting project and we appreciate the opportunity to work with you in this regard.

The enclosed proposal is inclusive of the necessary services to meet your desired scope of work. We have provided a detailed outline of our project understanding, scope of work and proposed compensation. If, upon review, you have any questions, we would be happy to discuss them with you and make any appropriate revisions to the scope and fees. Stewart looks forward to a collaborative relationship with you and the entire consultant team as we endeavor to successfully achieve the vision and expectations of the project.

This document may serve as a Client-Consultant Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement and the enclosed Project Information Form to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:

Stephen M. Faber  
Senior Project Manager, Landscape Architecture

Attachments:

1. Attachment 1 - Project Limits
2. Attachment 2 - Survey Project Limits
3. Attachment 3 - Conditions of the Agreement
4. Attachment 4 - Project Information Form (to be returned with signed agreement)



**PROJECT UNDERSTANDING:**

City of Fayetteville, NC (Client) wishes to contract with Stewart professional services (site design) to establish a trail connection from Mazarick Park across to the eastern shore of Glenville Lake to provide better connections to the neighborhoods, foster community, promote connectivity, and improve accessibility.

Stewart will provide Landscape Architecture services and lead the project team including Ark Consulting, Kleinfelder, and Blashfield Signs. Establishment of a linkage between Fayetteville State University, and Mazarick Park is intended to cultivate a seamless flow between educational institutions and natural recreational spaces. The trail connection will be constructed to transect the forested buffer around the lake, elevate over wetland and lake shore areas, and bridge over a portion of the lake. In addition, the project will expand the Mazarick Park trail network through signage and wayfinding to interlace with the new Tennis Center along Filter Plant Dr., encouraging active lifestyles and park utilization.

Stewart understands the project budget has not been established yet. The project area is Broken out into two Phases. Phase 1 is anticipated to be focused on the east shore trail from Mary McDonald Park to Murchison Road. Phase 2 focused on the pedestrian bridge landing and connection to Mazarick Park with additional signage and wayfinding within Mazarick Park to the Fayetteville Tennis Center. Refer to Attachment 1 – Project Limits for specific area of work.

**PHASE 1**

**DESIGN SCOPE:**

It is our understanding that we will be responsible for the following areas of design:

**East Shore Trail**

- Design and construct a trail along the east shore of Glenville Lake connecting from potential bridge location #01 to Murchison Rd. at the intersection with W.T. Brown Drive. See Attachment 1
- **Walking paths:** Creating comfortable and visually appealing walking paths with appropriate width, surfacing materials, and signage for clear navigation.
- **Trailheads:** Designing welcoming and informative trailheads at each connection point, potentially including maps, historical information, and artwork reflecting the local community.

**Connections to FSU**

- Design connections from the East Shore Trail to Murchison Road via a network of pedestrian-friendly sidewalks. This plan will prioritize improved connections to Fayetteville State University (FSU) by creating sidewalk improvements along Coley and Matthews Streets. We would look to design sidewalks on one or both sides of the roadway and installing crosswalks to ensure safe and continuous passage.



In addition to the neighborhood connections, these FSU-specific improvements aim to create a seamless and user-friendly network for pedestrians and cyclists, promoting active transportation and accessibility between the university and surrounding areas.

Stewart understands that we will be required to:

- Adhere to National, State and Local codes.
- Attend bi-weekly project team meetings.
- Work with the Client’s staff, Design Team and the Construction Manager throughout the project

Stewart understands that we will be responsible for the following review and permitting processes required by the City of Fayetteville, NC for the project:

Required permitting and/or approval processes will include:

- Site Plan Approval Process
- City of Fayetteville Grading and Erosion Control Permit
- City of Fayetteville Right of Way Permit
- City of Fayetteville Public Works Commission
- NCDOT right-of-way encroachments Approval Process
- Wetland/Environmental Permitting

The proposed project will be governed by the current City of Fayetteville Code of Ordinances and will require staff approval. Stewart and its subconsultants will lead the site permitting effort with the City of Fayetteville.

**SCOPE OF SERVICES:**

Stewart will work collaboratively with City of Fayetteville and the consultant team throughout the project, and we will provide an interdisciplinary approach to the project. We will guide the design of all exterior site elements and coordinate scopes of expertise to be fulfilled by the team.

Our understanding of the responsibility for the scope of project is outlined in the following Scope Responsibility Table:

**SCOPE RESPONSIBILITY MATRIX**

#	ITEM	50% CD	100% CD
1	Building Location	N/A	N/A
2	Building Orientation	N/A	N/A
3	Site Access	STEWART CE&LA	STEWART CE&LA
4	Vehicular Circulation Design	CIVIL	CIVIL
5	Pedestrian Circulation Design	STEWART CE&LA	STEWART CE&LA
6	Parking Area Design	CIVIL	CIVIL
7	Service and Loading Area Design	N/A	N/A
8	Amenity Area Layout & Design	N/A	N/A
9	Courtyard Layout & Design	N/A	N/A
10	Site Demolition	N/A	N/A
11	Building Demolition	N/A	N/A
12	Site Concept Design	STEWART	STEWART



**STEWART**

TECHNICS BY DESIGN

13	Site Plan Layout Design	STEWART	STEWART
14	Pedestrian Hardscape Design	CIVIL & LA	CIVIL & LA
15	Vehicular Hardscape Design	CIVIL	CIVIL
16	Vehicular Paving Design	CIVIL	CIVIL
17	Site Materials Selection / Design	STEWART LA	STEWART
18	Site Furnishings Selection / Design	STEWART	STEWART
19	Paving Patterns Design	STEWART	STEWART
20	Streetscape Furnishings Selections	N/A	N/A
21	Streetscape Hardscape Design	CIVIL & LA	CIVIL & LA
22	Streetscape Landscape Design	N/A	N/A
23	Site Planting Design (Code Min.)	STEWART LA	STEWART LA
24	Site Planting Design (Enhanced)	N/A	N/A
25	Landscape Buffer Planting Design	N/A	N/A
26	Identify Trees to be saved	STEWART	STEWART
27	Planting Soils Design	N/A	N/A
28	Irrigation Design	N/A	N/A
29	Exterior Site Lighting Design	N/A	N/A
30	Aesthetic Landscape Lighting Design	N/A	N/A
31	Hardscape Grading Design	CIVIL	CIVIL
32	Softscape Grading Design	CIVIL	CIVIL
33	Streetscape Grading Design	CIVIL	CIVIL
34	Parking Lot Grading Design	CIVIL	CIVIL
35	Plaza Grading Design	N/A	N/A
36	Courtyard Grading Design	N/A	N/A
37	Mass Grading & Drainage Design	CIVIL	CIVIL
38	Erosion & Sedimentation Control Design	CIVIL	CIVIL
39	Stream Buffer Protection	TEAM	TEAM
40	Wetland Buffer Protection	TEAM	TEAM
41	Hardscape Drainage Design	CIVIL	CIVIL
42	Softscape Drainage Design	CIVIL	CIVIL
43	Streetscape Drainage Design	CIVIL	CIVIL
44	Parking Lot Drainage Design	CIVIL	CIVIL
45	Plaza Drainage Design	N/A	N/A
46	Courtyard Drainage Design	N/A	N/A
47	Downspout / Roof Leader Tie-ins	N/A	N/A
48	Stormwater Control Measure Design	CIVIL	CIVIL
49	Steam Line Utility Design	N/A	N/A
50	Chilled Water Line Utility Design	N/A	N/A
51	Water Main & Services Design	N/A	N/A
52	Sewer Main & Services Design	N/A	N/A
53	Water Meter Sizing and Locating	N/A	N/A
54	Backflow Preventer Sizing and Locating	N/A	N/A
55	Grease Trap Sizing and Locating	N/A	N/A
56	Utility Tie-ins at Building	N/A	N/A
57	Utility Tie-ins to Public Infrastructure	N/A	N/A
58	Sanitary Sewer Pump Station Design	N/A	N/A
59	Sanitary Sewer Outfall Design	N/A	N/A
60	Gas Service Routing and Design	N/A	N/A
61	Electrical Design & Engineering	N/A	N/A
62	Cable/TV/Fiber Optic Routing & Design	N/A	N/A
63	Transformer Locating	N/A	N/A
64	Generator Locating	N/A	N/A
65	Roof Terrace Hardscape Design	N/A	N/A



66	Roof Terrace Planting Design	N/A	N/A
67	Roof Terrace Irrigation Design	N/A	N/A
68	Roof Terrace Drainage Design	N/A	N/A
69	Roof Terrace Waterproofing Design	N/A	N/A
70	Roof Terrace Insulation Design	N/A	N/A
71	Roof Terrace Guardrail Design	N/A	N/A
72	Swimming Pool Design	N/A	N/A
73	Swimming Pool Engineering	N/A	N/A
74	Fountain Design	N/A	N/A
75	Fountain Engineering	N/A	N/A
76	Structural Engineering of Abutments	STRUCTURAL ENG.	STRUCTURAL ENG.
77	Structural Engineering of Boardwalks	STRUCTURAL ENG.	STRUCTURAL ENG.
78	Structural Engineering of Pre-engineered Ped. Bridge End Bents	STRUCTURAL ENG.	STRUCTURAL ENG.
79	Structural Engineering Layout & Calculations utilizing Pre-engineered Ped. Bridge structure	STRUCTURAL ENG.	STRUCTURAL ENG.

**Task 1 – Project Kick-Off, Site Visit, and Due Diligence (D):**

During the initial project kickoff meeting between the design team, City representatives, and stakeholders, our agenda extends beyond establishing communication and discussing the project schedule. We aim to prepare to develop a plan for stakeholder engagement with FSU, neighborhood list serve, PWC Water, and any others. We will take a comprehensive team site walk to get a detailed understanding of the site's existing features, challenges, and latent possibilities, ensuring our design aligns with the site's vision as a regional connector emblematic of the natural beauty and community identity.

Under this task, the team will complete a full inventory and analysis of the site using available GIS data, record documents, and regulatory ordinances, plans and documents. This research will include:

**TEAM**

- Entitlement process/requirements
- Municipal review/approval timeframe
- Site development standards
- Regulatory design guidelines
- Site access and circulation
- Potential ROW and off-site roadway improvements
- Topographic constraints
- Site impervious surface limitations
- Stormwater requirements
- Access to/availability of utility services
- Permit Process

**Deliverables:** *See enclosed summary.*

**Task 2 – Survey:**

**PROJECT UNDERSTANDING**

Stewart understands that the scope for this project is based on the sketches shown below and attached.



Design Survey Limits (Green Area)

## SCOPE OF SERVICES

All survey services performed by Stewart will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47-30 and North Carolina Administrative Code - 21 NCAC 56.1606. The survey will be horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). Vertically, the project will be tied to the North American Vertical Datum of 1988 (NAVD88). The project's units will be the U.S. Survey Foot.

### Design Survey

Stewart will survey the property boundaries identified in Attachment 2 of the subject parcels as well as for adjacent roadway rights-of-way and adjacent parcels in order to accurately depict existing property lines within the survey area.

Stewart will perform an existing conditions survey to include existing improvements and surface features will be located by the survey including but not limited to buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. Exterior of buildings within the project area will be dimensioned. Edges of wooded areas will be field located.

Flagged trees by Stewarts LA group will be located during the survey. It is understood that less than 50 trees will be flagged and they will be flagged prior to field survey mobilization.

Trees flagged after the completion of the survey can be located for an additional fee of \$2,200 per day.

## Glenville Lake Crossing & East Shore Trail Plan



Visible above ground evidence of utilities to include power poles, fire hydrants, traffic control, valves, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project.

A topographic survey of the area will be performed within the survey area using ground surveys and aerial lidar surveys. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces elevations will be shown to the nearest 0.01'. Contours will be created at a one-foot interval. Building finish floor elevations will be obtained at accessible building entrances within the survey area limits.

### **Subsurface Utility Engineering Level B**

In order to locate non-gravity utilities in the project areas shown on the sketch above, Stewart will perform a Subsurface Utility Engineering (SUE) investigation to include Quality Level B (utility designation) services. Radio-frequency electromagnetic technology will be used to designate the approximate horizontal location of underground utility lines within the project area. These locations will be painted, field sketched and surveyed. All work will be performed in close coordination with utility owners, and available utility maps from these owners will be used for this project if available. Although SUE methods provide a high level of assurance for the location of subsurface utilities, the possibility exists that not all features can be identified. Therefore, due caution should be used when performing subsurface excavations where potential conflicts exist, and Stewart will not be liable for any damages that may occur.

### **DELIVERABLES**

A final survey deliverable will include a drawing depicting the findings of the survey described above. This drawing will be provided in hardcopy and in AutoCAD 2020 Civil 3D format. Drawing layering system will be provided based upon a system established by the National CAD Standards (NCS). This drawing will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

### **EXCLUSIONS**

The following items are excluded from the Survey Scope of Services (most of these, if not all, can be provided at a later date as an additional service):

- Boundary, Subdivision, Easement, Tree Conservation Plan or Recombination Platting except as specifically mentioned herein
- Wetland/Stream Delineation Services
- Subsurface Utility Engineering Level A Services
- Any Environmental Phase I or II investigations
- Review and Recordation Fees
- Construction Staking of As-built surveys

### **ADDITIONAL SERVICES**

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.



### **Task 3 – Public Engagement - Trail:**

Stewart will provide a structured approach to ensure all stakeholders are informed and consulted with to gather input on the design of the trail system around Glenville Lake's east shore. This process will include a series of meetings with key partners, government entities, and the public. The process will be broken out into two phases.

#### **Step 1**

Stewart will engage FSU, NCDOT, City of Fayetteville, and PWC, and the public through a series of meetings to understand key perspectives and the priorities of each stakeholder group. Feedback received will be incorporated in the design of the trail and used to inform recommendations of future trail sections to be built later as part of the city's master trail plan.

As part of Phase 1 engagement tasks, a representative from the design team will meet with an elected or appointed board to present an update on the design process, feedback received and an anticipated timeline.

#### **Step 2**

Once key site information has been gathered and analyzed along the trail corridor, a design will be created utilizing information assembled from Phase 1 of the Public Engagement process. This design along with various elements of the layout will be presented to the client and to stakeholder groups for further input and feedback. This information will be used to develop the design in the following phases of the project.

As part of Phase 2 engagement tasks, a representative from the design team will attend up to two (2) meetings with elected or appointed boards to present an update on the design process, feedback received and an anticipated timeline.

Later in the process, Stewart will prepare to present the design for city council approval. This process involves.

- Preparing materials and presentation for city council review
- Receive feedback for further adjustments
- Prepare resubmission for city council approval
- Submit final documents for approval

### **Task 4– Geotechnical Engineering - Trail:**

The scope of geotechnical services for this task will consist of performing borings along the proposed boardwalk. We anticipate that maximum individual pile loading for the planned boardwalk will not exceed 20 kips.

#### **Field Investigating Planning:**

Prior to drilling, a geotechnical professional will visit the site to perform a site reconnaissance and establish the boring locations in the field, determine rig accessibility, identify the location of known utilities, and coordinate our field exploration. Kleinfelder's field engineer will stake the boring locations using handheld GPS equipment with sub-meter accuracy.

Prior to performing the field exploration at the site, Kleinfelder will request through NC 811 that the public utilities be located at the site. Kleinfelder will request all available information identifying the type and



location of utility lines, including private utility lines, and other man-made objects beneath the proposed improvement areas be provided to us prior to starting our field work. These services; however, may not cover privately owned utility lines.

As an alternate scope item and for an additional fee, Kleinfelder can subcontract a private locating service (geophysical survey) to attempt to identify underground utilities in the area immediately surrounding the proposed soil boring locations. Though performing a geophysical survey does not guarantee the test locations are clear of underground utilities, it decreases the risk associated with testing in the subsurface.

A reasonable attempt will be made during marking the boring locations to avoid utility line and conduit conflicts. However, our scope of services does not include time for repair and/or replacement of utility lines that may be accidentally broken and/or damaged by our drilling activities that is not the result of our negligence. Kleinfelder will not be responsible for repair of utilities damaged by our field activities, if the utilities are unmarked or located differently than shown on the plans.

Prior to the start of field activities, Kleinfelder will prepare a site-specific Health and Safety Plan, which designates personal protective equipment (PPE) and safe work practices to be used during field exploration activities.

#### **Subsurface Investigation:**

The Subsurface Investigation will be performed in general accordance with the latest edition of the NCDOT Geotechnical Engineering Unit Geotechnical Investigations and Recommendations Manual. Borings and Standard Penetration Tests (SPT) will be performed in general accordance with ASTM D 1586 to sample the soils and determine the soil types. Top-of-boring elevations will be measured relative to an on-site benchmark, if provided. Otherwise, elevations will be assumed from available/published topographic data.

Kleinfelder will perform borings along the proposed boardwalk locations as determined in coordination with the City of Fayetteville. The field exploration will be performed using hollow stem augering, mud rotary drilling, or hand auger methods, depending on drill rig accessibility constraints. For the purposes of this proposal, Kleinfelder proposes to perform 6 borings along the proposed boardwalk.

The borings will extend to depths of up to 25 feet, each, below the ground surface, or refusal, whichever is shallower, for a total of up to 150 linear feet of drilling. Rock coring is not included in the scope. Standard Penetration Tests (SPTs) will be performed in each boring at approximately 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter, in general accordance with ASTM D1586.

Kleinfelder will provide a geotechnical professional on site during our field explorations. The geotechnical professional will supervise the drilling crews, coordinate site safety procedures, log subsurface conditions, and identify, handle, store, and transport soil samples for quality control purposes.

Groundwater readings will be performed at the end of drilling and after 24 hours in selected borings. Once the groundwater readings are complete, the borings will be backfilled with the soil cuttings and bentonite as needed.

#### **Laboratory Services:**

Upon completion of drilling, selected soil samples will be returned to Kleinfelder's laboratory for testing. The scope of laboratory testing is anticipated to include the following:

- Soil classification tests (AASHTO M 145) on up to 2 samples.
- Moisture content tests (AASHTO T 265) on up to 2 samples.
- Materials Finer than No. 200 Sieve (AASHTO T-27) on up to 2 samples.

The quantity of laboratory testing will be controlled by the material types sampled from the soil test borings. The field logs and the laboratory test results will be used to create the Boring Logs for the project. Upon

completion of testing, we will store the samples for three months, at which time they will be discarded unless otherwise requested.

**Geotechnical Recommendations Reports:**

Data obtained from all field and laboratory testing will be utilized in our engineering evaluation and the development of geotechnical recommendations for the referenced boardwalk. Our report will be prepared by a registered geotechnical engineer and will present the following information:

- Description of the proposed project.
- Subsurface exploration field and laboratory testing methods.
- General subsurface conditions at the site.
- Discussion of regional and local geology.
- Recommendations for boardwalk foundations, including 1 iteration of deep foundation axial and lateral capacity calculations and pile drivability calculations, if required.
- General recommendations for greenway path subgrade preparation.
- Fill and backfill recommendations, including the possible use of on-site soils for structural fill.
- Construction testing recommendations.

Included in the appendices of the report will be a vicinity map, a boring location plan, all boring logs, and laboratory test results.

**Geotechnical Engineering Assumptions/Exclusions**

- Borings are accessible with an ATV-mounted drill rig.
- Drilling can be completed between 7am and 7pm. Drilling on nights, weekends, or holidays will not be required.
- Drilling equipment can be left overnight at the site.
- A water source is available at the site for use during drilling and that there will be no fee for water use.
- Surplus boring cuttings can be spread out in the vicinity of the backfilled boring. Site restoration is not included beyond backfilling the borings with auger cuttings. Call-backs to repair or restore settlement of boring backfill is not included in the scope of services.
- Clearing with a forestry mulcher to access borings is not included in this scope but can be performed for an additional fee.
- Traffic control will not be required at any of our proposed boring locations.
- The field investigation will be performed under one mobilization.
- No rock coring will be required.
- A private utility locate or Subsurface Utility Engineering (SUE) is not included in our scope.
- The location and elevation of the site benchmark will be provided by others.
- The scope of work noted herein does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. This study is not designed to detect or identify such materials. If such material is suspected, we will notify the designated Client personnel immediately for direction before proceeding on any out-of-scope services. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope and fee are modified to address this change in condition.
- Our deliverable will be a geotechnical engineering report of recommendations. No graphical plans (inventory) or graphical recommendations are required for our deliverable.
- The quantification of earthwork volumes and/or unsuitable or undercut amounts are not included in the scope.



- Preparation of supplemental reports and addendum letters and review of plans and specifications are not included in our base geotechnical scope; and responses to review agencies or additional work that may be requested are not included.
- Participation in up to two, 1-hour virtual coordination meetings to coordinate the boring locations and review the results/recommendations with the design team are included.

#### **Task 5 – Flood Modeling - Trail:**

Based on publicly available data, as well as data provided by the Client, Kleinfelder will perform hydrologic and hydraulic (H&H) analyses of the project limits. The analysis will include updating the FEMA current effective model to include any project impacts within the floodplain and/or floodway. Kleinfelder will utilize the approved FEMA process of creating a duplicate effective model, updated duplicate effective model, and proposed condition model to evaluate whether the proposed project has any impact on the floodway and floodplain elevation and width. Updates to the current effective model will be performed using field run topography, proposed design features, and publicly available aerial survey data.

Kleinfelder will also prepare a scour analysis using the procedures in HEC-18 for any piers or abutments located within the floodway.

The deliverables for this task will consist of:

- Post-development Hydrology and Flood Inundation Report:
  - Hydrological setting
  - Site drainage information, including tributary areas, drainage culverts, blue-line streams, and major channels and swales
  - Existing flood data
  - Review of existing USDA soil information
  - Summary of the two-dimensional hydrologic and hydraulic analysis of the existing conditions (including adjoining offsite areas) under the 100-year, 24-hour storm event
  - Flood velocity for existing and proposed conditions
  - Maps of impacts to floodway and floodplain
- Updated version of Effective Model in native HEC-RAS format

Kleinfelder has assumed that no impacts will result from the project, or that the impacts will be negligible, and no letter of map revision or amendment will be required.

#### **Task 6 – Structural Engineering - Trail:**

Kleinfelder will provide the design and preparation of construction documents for the boardwalk structure on the Glenville Lake East Shore Trail project.



Task 6 shall include the boardwalk on the main trail. The boardwalk by Mary McDonald Park will be included with the bridge as it provides access to the bridge:

This proposal is based on the following:

- The proposed trail will include one boardwalk section measuring approximately 125' in length where the proposed trail alignment crosses the floodplain area.
- Our proposed fee is based on the following construction types and materials. Deviations from these construction types and material may require an adjustment to the proposed fee.
  - Pressure treated sawn lumber framing supported by concrete drilled pier foundations at the boardwalk section.

The structural design and preparation of documents will include the following:

- Design of new structural framing and foundations for the boardwalk section.
- Preparation of construction drawings including plans, sections, schedules, details, and notes.
- Preparation of the structural technical specification sections.
- Preparation of structural calculations indicating the design of the boardwalk structural framing elements and systems.
- Submittal of 50% Construction Documents, 90% Construction Documents, and Final Construction Documents.
- Responding to and modifying structural documents to incorporate one round of coordination comments provided by the design team prior to the 50% and 90% submittals.
- Participation in up to four, 1-hour virtual design coordination meetings to review and coordinate the structural documents with the design team.
- Attendance at the 50% and 90% Review Meetings and responding to one round of comments received from the client.



- Preparation of up to two addenda in response to Contractor or Authority Having Jurisdiction (AHJ) questions and permit review comments.
- Up to two (2) written responses to structural related Requests for Information (RFI) submitted by the Contractor or AHJ as clarification to the Construction Documents. This includes preparation of supplemental correspondence to clarify the structural design intent. This does not include review of alternate designs that may be proposed by the Contractor or AHJ, nor does it include design services for changes requested during Bidding / Permitting.

This project is assumed to be delivered to the Client using a conventional design-bid-build method of delivery with a single bid package.

### **Structural Engineering Exclusions**

- Assessment or evaluation of underground utilities beyond what is completed as part of the geotechnical field investigation planning and subsurface investigation.
- Preparation of construction cost estimates.
- Participation in a Third-Party Peer Review exercise. Third-party peer review comments can be addressed after the authorization of Additional Services.
- Participation in a Third-Party Value Engineering exercise. Any redesign or document modifications resulting from Third-Party Value Engineering recommendations will only be provided after the authorization of Additional Services. This includes any change to the design or construction documents after significant completion.
- Design of deep foundations (piles, caissons, etc.), mat foundations, framed slabs-on-grade and site retaining walls.
- Preparation of non-structural technical specifications and “front-end” specification sections.
- Contractor engineering related to construction means and methods (such as but not limited to design of shoring, bracing, formwork, scaffolding, underpinning, etc.).
- Engineering services made necessary by major defects or deficiencies in the work produced by the Contractor’s failure to perform the work in accordance with the Construction Documents.
- Construction phase testing and inspection services.
- Preparation of drawings to document existing construction (as-built drawings) or field verification of Contractor’s as-built conditions.
- Any warranties or guarantees either expressed or implied.
- Any other service not specifically included.

### **Task 7- Environmental Planning & Permitting - Trail:**

Based on the preliminary planning information provided, Kleinfelder anticipates the project to require the following environmental tasks:

#### **Desktop Analysis**

Kleinfelder will perform a desktop analysis of publicly available environmental and historical/cultural resources data and features occurring within or adjacent to the trail portion of the project site. Kleinfelder will



utilize the desktop analysis to determine any areas of potential environmental or historical/cultural concern or interest to be further investigated during the environmental field inspection.

### **Environmental Field Inspection**

Kleinfelder will perform an environmental field inspection to include the mapping of environmental features such as surface waters, wetlands, and potential protected species habitat within the project site. Any wetlands or surface waters mapped within the project site will be delineated utilizing the guidelines provided in the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (1987, Technical Report Y-87-1), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERDC/EL TR-10-20), and North Carolina Division of Water Quality (DWQ), Methodology for Identification of Intermittent and Perennial Streams and Their Origins, Version 4.11, 2024. Each wetland and watercourse will receive a unique feature identification and be flagged in the field. The boundaries of each aquatic feature will be collected using a sub-meter Trimble Global Positioning System (GPS) unit.

Based on preliminary review, the field inspection will include a preliminary survey for the presence of the following protected species and associated potentially suitable habitat:

Based on preliminary review, the field inspection will include a preliminary survey for the presence of the following protected species and associated potentially suitable habitat:

- Tricolored bat (*Perimyotis subflavus*)
- Red-cockaded woodpecker (*Dryobates borealis*)
- Atlantic pigtoe (*Fusconaia masoni*)
- American chaffseed (*Schwalbea americana*)
- Michaux's sumac (*Rhus michauxii*)
- Pondberry (*Lindera melissifolia*)
- Rough-leaved loosestrife (*Lysimachia asperulaefolia*)

Kleinfelder will provide Stewart with shapefiles of any wetland or surface water boundaries and potential protected species habitat.

### **Environmental Permitting**

It is assumed the following permit and certification applications will be required:

- USACE Preliminary Jurisdictional Determination (PJD)
- NCDOT Categorical Exclusion Action Classification Form
  - Utilizing the finds from the desktop analysis and the field inspection, Kleinfelder will prepare the NCDOT Type I or II Categorical Exclusion Action Classification Form to provide accurate information to NCDOT to evaluate the proposed project environmental impacts and to support its review and decision-making process obligations under the National Environmental Policy Act/State Environmental Policy Act (NEPA/SEPA).

### **Environmental Planning & Permitting Assumptions**

- City will provide Kleinfelder with access to all site locations during fieldwork.



- Kleinfelder's scope and fee has been estimated for each project option based on a trail study area corridor of approximately 4,600 linear feet by 50 feet in width and the bridgeScope does not include archaeological field surveys.
- Preliminary surveys for the presence of threatened and endangered species (and suitable habitat) will be completed during the site review. Species-specific surveys or evaluations are not included in this scope and will require a change order.
- An onsite review of wetlands and waterbodies with Army Corps of Engineers (ACOE) is assumed to not be needed for issuance of the PJD.
- Additional environmental permit application submittals outside of the NCDOT Categorical Exclusion Action Classification Form and USACE PJD are not included in this scope and will require a change order.
- Scope includes preparing a written response for up to 15 review comments from NCDOT on the NCDOT Categorical Exclusion Action Classification Form submittal.

#### **Task 8 – Schematic Design (SD) – Trail:**

Once the initial site investigation, surveying, and mapping of information gathered has occurred, Stewart and Ark Consulting will prepare a schematic design of the site showing draft routing of the trail, trailheads, and sidewalk connections. We will prepare a graphic rendering including conceptual grading to assist with the understanding of site challenges. The rendering will include the following elements:

1. East Shore Trail route
2. Trailhead improvements including Parking Lot Layout
3. Sidewalk and on street connections to FSU on Coley and Matthews Streets
4. Potential Sign Locations with signage types identified in the Fayetteville Master Trails Planning
5. Locations of fishing and observation points along the lake
6. Locations of potential boardwalk crossings over streams or wetlands
7. Constraints including setbacks, easements, wetland boundary, flood boundary, ROW, property boundaries
8. Existing conditions elements such as street lights, fire hydrants, culverts and other pertinent items to be aware of.

#### **Task 9 – Construction Documents (CD) – Trail:**

The team led by Stewart will prepare Construction Documents (CDs) for the site work associated with the project. Since Design Development is not requested as part of this project, the CD effort will be more extensive to encapsulate various design changes and feedback from the public, stakeholders, client, cost estimates and team as they further detail the project elements. These changes will occur at the stated deliverable submissions below. The CD documents will illustrate the scope and extent of the project in enough detail for interdisciplinary coordination and preliminary pricing. Drawings and specifications will be provided for:

1. East Shore Trail



2. Trailheads with Parking Lot(s)
3. Connections to FSU on Coley and Matthews Streets
4. Signage Plan and Package + Shop Drawings

#### LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING

- Cover Page
- General Notes Page
- Site Layout Plans
- Site Plan showing vehicular circulation, pedestrian circulation, parking areas, trail and sidewalk design, hardscape design at trailheads
- Site Materials & Furnishings Plans
- Site Details
- Planting Design showing existing trees and proposed planting design
- Planting Details
- Site Demolition Plans
- Mass Grading
- Stormwater drainage design
- Stormwater Control Measure (SCM) design
- Stormwater management device location, type, and size
- Erosion Control Plans
- Wetland Buffer Protection
- Utility routing (stormwater)
- Utility tie-in points (stormwater)
- Catch Basin Analysis
- Stormwater impact analysis (SIA)
- Storm sewer plans and profiles
- Roadway and Trail profiles and cross-sections

Stewart will submit Construction Document sets to the Client/Consultant team for review. These sets are focused on the construction of the project and may have more detail than is required in the following construction permit sets outlined in the below task. Thus these sets will lead then run concurrently with the permitting sets and eventually be finalized once all permitting adjustments have been approved. The following submissions for this task are identified below.

#### **Submissions:**

- 50% Completion Set for Client Review
- 80%-90% Completion Set for final Client Review
- 100% Submission for IFC

**Deliverables:** See enclosed summary.

#### **Task 10 – Site Plan Approval (SPA) - Trail:**

Once the 50% CDs and cost estimate have been completed with comments and budget adjustments approved by the Client along with authorization to proceed, Stewart will lead the coordination and submission effort required by the City of Fayetteville for Site Plan review.

Below are the anticipated submissions required as part of the Site Plan review process with the City of Fayetteville:

#### **Submissions:**

- 1<sup>st</sup> Submission Set (initial)



- *2<sup>nd</sup> Submission Set (response to first review comments)*
- *3<sup>rd</sup> Submission Set (response to second review comments)*
- *Final Submission for signatures*

Any additional reviews by the city will be completed under a separate add service task.

#### **Task 11 – Construction Documents Permitting (P) - Trail:**

Upon completion of the Site Plan approval process, and around 50%-75% completion of the Construction Documents identified above, Ark Consulting will submit Construction Permitting sets for review and approval by city departments and state or federal agencies. These documents will include minimum code requirements necessary to obtain permits for utility infrastructure, stormwater control, land disturbance, driveways, and site improvements. The following permit sets are identified to be required.

1. Submittal of Construction Drawings to the City of Fayetteville and respond to Staff review comments;
2. Secure final Construction Drawings approval from the Public Works Department;
3. Obtaining Land Disturbance Permit through City of Fayetteville Stormwater & Erosion Control Division;
4. Obtaining Environmental Impact and Buffer Encroachment permits;
5. Obtaining driveway and right-of-way encroachment agreements and permits;

Stewart will work with the Client and team to determine the appropriate timing to submit the Permitting documents in conjunction with the overall project schedule. Our services are based on the following anticipated review cycles:

#### **Submissions:**

- *1<sup>st</sup> Submission Set (initial)*
- *2<sup>nd</sup> Submission Set (response to first review comments)*
- *3<sup>rd</sup> Submission Set (response to second review comments)*
- *Final Mylar Submission for signatures*

**Deliverables:** See enclosed summary.

Any additional reviews by the city will be completed under a separate add service task.

#### **Task 12 – Cost Estimating - Trail:**

Cost estimates will be provided at the submission dates noted for the project by Stewart's subconsultant, MBP. These estimates will be organized in the Uniformat format and will be used to determine the anticipated project budget, to make cost-related design decisions. The cost estimates will include cost detail for all site development and improvement cost.

Cost estimates prepared by MBP shall be developed in accordance with generally accepted cost estimating standards and practices. MBP has no control over, among other things, the cost of materials, labor,



equipment, or a contractor's method of determining cost or fluctuations in the market. MBP cannot guarantee that any actual bids or costs of construction will not vary from cost estimates provided by MBP to the Client.

MBP shall have no obligation to re-perform services previously provided by MBP without any additional compensation provided that MBP's estimates have been developed in accordance with the applicable standard of care.

**Submissions:** Cost estimates will be provided at the following project benchmarks:

- 50% Construction Documents
  - Bridge (2 Options) & Trail
- 90% Construction Documents
  - Trail only

#### **Task 13 – Bidding Assistance (BA) - Trail:**

We understand that the Client will lead the bidding process and will be responsible for preparing the bid package for the project. Stewart will provide the following assistance to the Client during the bidding phase of the project:

- Attend one pre-bid meeting (one LA and one Civil staff member included);
- Issue sketches or written clarifications of Construction Documents;
- Provide written responses to RFIs and bidder questions;
- Develop addenda and/or sketches as required;
- Assist in bid evaluations of the site hardscape, landscape and civil items;
- Attend one cost review value engineering meeting (one LA and one Civil staff member included);
- Review and evaluate cost analysis for site work and provide recommendations for value engineering (VE) as required

Any additional reviews by the city will be completed under a separate add service task.

#### **Task 14 – Construction Administration (CA) - Trail:**

Stewart understands the importance of the exterior spaces for the success of the project. We will be responsible for site specific construction observation for our areas of scope only. Our services will include:

- Periodic visits to the site based on the status of construction ten (10) site visits at 6 hours/visit included for one (1) LA and one (1) Civil staff member;
- Preparation and issuance of field reports based on site visits;
- Attendance at OAC meetings when they correspond to substantial work being completed under our scope of work (10 meetings included for one (1) LA and one (1) Civil staff member);
- Issuing sketches or written clarifications of Construction Documents;
- Providing written responses to RFIs and contractor questions;
- Developing addenda and/or sketches as required;
- Review and approval of shop drawings;



- Review and approval of materials submittals;
- Review contractor change order requests associated with site work;
- Review pay application requests associated with site work.

Site visits and observations by Consultants are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Stewart and Ark Consulting have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Deliverables:** See enclosed summary.

#### **Task 15 – Project Closeout (PC) - Trail:**

Stewart and the project team will provide the following services:

#### **LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING**

- Conduct site visit to evaluate ADA compliance, standard level and tape measure and issue certification
- Review board walk structures for compliance with the Contract Documents;
- Complete stormwater calculations and modeling to verify any small SCMs are constructed in accordance with construction drawings and issue certification report;
- Review parking lot design and make sure all signage meets shop drawings at locations identified in the Contract Documents

Additionally, once the Client notifies Stewart that the project has reached the point of Substantial Completion, we will provide the following services to ensure compliance with the Contract Documents:

- Review stormwater control measure (SCM) as-built drawings (prepared by contractor's surveyor) for compliance with the Contract Documents.
- Complete stormwater calculations and modeling to verify SCM is constructed in accordance with construction drawings and issue Engineer's Certification;
- Review sewer and storm drainage video(s) and submit certification letter to City of Fayetteville Inspections Department (video provided by others);



- Prepare and submit as-built & record drawings application(s) to City of Fayetteville for review and approval of SCM;
- Conduct a Substantial Completion site visit to evaluate construction of the completed site work;
- Prepare and issue a Punchlist for deficiencies in the site work;
- Conduct a Final Completion site visit to evaluate corrections of the deficient work;
- Prepare and issue Certificate of Final Completion.

#### **Task 16 – Signage Implementation - Trail:**

Throughout the project, Blashfield will assist the team with the design and location review of the desired sign types supportive of the project needs. This includes the use of designed and approved signs by the City of Fayetteville currently under production. This may also include consideration of new sign types for design, permitting, and production.

The scope for this phase of signage is focused on the eastern shore of Glenville Lake Trail

Blashfield's scope during the project will include the following efforts:

##### **Schematic Design Phase**

- Coordinate with Consultant team on sign type and location
- Coordination and 2 Meetings

##### **Construction Documents Phase**

- Provide Shop Drawings for review and pricing if different from previously prepared shop drawings for the Center City Parks and Trail Master Plan
- Assist in supplying pricing information as part of estimating effort for both cost estimates undertaken
- Attendance at four (4) coordination meetings

##### **Value Engineering & Permitting Assistance**

- Attend one cost review value engineering meeting;
- Review and evaluate cost analysis as part of the team and provide approved adjustment to sign designs (VE) as required;
- Prepare and submit vector art drawings of sign types to the city for permitting
- Receive comments, adjust, and resubmit for approval by the city. Up to two (2) resubmission efforts for approval.



**Task 17 – Bi-Weekly Meetings & Project Administration - Trail:**

We assume the project will require bi-weekly meetings up through the end of the Construction Document phase. Stewart will provide attendance at sixteen (16) one-hour meetings for one LA and one Civil staff member based on an anticipated eight (8) month timeline to complete construction documentation.

Any additional meetings will be billed at an hourly rate.

**DELIVERABLES:**

<b>DRAWINGS</b>	<b>CD</b>	<b>SPA</b>	<b>P</b>	<b>CA</b>	<b>PC</b>
Drawing Log and General Notes (Cover Sheet)	•	•	•		
Existing Conditions Plan	•	•	•		
Site Demolition Plan	•	•	•		
Site Layout Plan	•	•	•		
Site Sections / Elevations	•	•	•		
Site Details	•	•	•		
Materials & Furnishings Schedule	•				
Materials & Furnishings Plan	•				
Site Hardscape & Paving Patterns Plan	•				
Pavement Markings & Site Signage Plan	•	•	•		
Trail Profiles	•	•	•		
Erosion Control Plan	•	•	•		
Erosion Control Details	•	•	•		
Grading & Drainage Plan	•	•	•		
Stormwater Control Measure Plan & Profiles	•		•		
Stormwater Control Measure Details	•		•		
Site Utility Plan	•		•		
Site Utility Profiles	•		•		
Site Utility Details	•		•		
Landscape Plan	•	•	•		
Landscape Details	•				
As-built Drawings				•	•
Wetland Permitting Set		•	•		
Signage Permitting Set		•	•		
Erosion Control & Utility Permitting		•	•		
<b>DOCUMENTS</b>	<b>CD</b>	<b>SPA</b>	<b>P</b>	<b>CO</b>	<b>PC</b>
Submittal and review applications		•			
Written responses to review comments	•	•	•		



Site & Utility Permit Applications		•	•	
Special Inspections Statement (site retaining walls)		•		
Stormwater Impact Analysis		•		
Utility Impact Analysis		•		
Fire Flow Analysis				
Landscape Calculations		•	•	
Operations & Maintenance Manuals (SCMs)			•	
Technical Specifications	•			
RFI review/response				•
Submittals review/response				•
Tree tagging at nurseries				•
Exhibit/Bulletin drawings preparation				•
Addenda / Proposed Change Orders				•
Field Reports				•
Periodic construction site visits				•
Pay Application review and approval				•
ADA Compliance Certification (if required for site only)				• •
Substantial Completion Site Review				• •
Preliminary & Final Punch-lists				• •
Final Completion Site Review				• •
Record Documents				• •

**SCHEDULE:**

It is our assumption that Stewart will adhere to the project schedule developed and issued by the Client. Upon Notice to Proceed, we will work with the Client to make any necessary adjustments to the schedule to establish a mutually agreeable timeline for the project.

**PHASE 2 – PEDESTRIAN BRIDGE CROSSING**

**DESIGN SCOPE:**

It is our understanding that we will be responsible for the following areas of design:

**Glenville Lake Crossing:**

- The goal of the Glenville Lake Crossing is to improve connections from the east shore neighborhoods and FSU to Mazarick Park. This process is understood through consultation it could take up to (12-18 months) to receive state approved plans. To start this process, both



bridge locations need to be analyzed for their impacts to lake water levels and costs related to the extent of construction. Location 1 is estimated to be roughly 15-20% longer.

- Our team will research and analyze both bridge locations for their impacts to lake levels and structural requirements. Following that effort, each location will have an engineered concept provided for pricing purposes. Our team will develop an estimate of probable cost for the initial basis of design at each location. We will submit an impact analysis and estimate of probable cost for each location so an informed decision can be made. Once an estimate of probable cost is submitted, we will work with the client to make edits in order to establish a budget for the desired bridge option.

The aim of this phase of the project is to create a more connected network of pedestrian destinations that integrates seamlessly with the existing landscape, fosters community interaction, and encourages active lifestyles while providing a desired connection to Mazarick Park with the east shore of Glenville Lake.

The pedestrian bridge effort will begin with engaging the city on next steps to proceed with and establishing a schedule based on the tasks below and any additional items that may arise through further conversations.

### **Task 1 – Public Engagement - Bridge:**

Stewart will kick-off Phase 2 of this project by coordinating with the client and help provide a structured approach to ensure all stakeholders are informed and consulted with to gather input on the design of the preferred bridge option and crossing location. This process will include a series of meetings with key partners, government entities, and the public. The process will be broken out into the below phases.

#### **Step 1**

Stewart will engage FSU, NCDOT, City of Fayetteville, and PWC, and the public through a series of meetings to understand key perspectives and the priorities of each stakeholder group. Feedback received will be incorporated in the design of the bridge and it's location.

As part of Phase 1 engagement tasks, a representative from the design team will meet with an elected or appointed board to present an update on the design process, feedback received and an anticipated timeline.

#### **Step 2**

Once key site information has been gathered and analyzed along the trail corridor, a design will be created utilizing information assembled from Step 1 of the Public Engagement process. This design along with various elements of the layout will be presented to the client and to stakeholder groups for further input and feedback. This information will be used to develop the design in the following phases of the project.

As part of Phase 2 engagement tasks, a representative from the design team will attend up to two (2) meetings with elected or appointed boards to present an update on the design process, feedback received and an anticipated timeline.

Later in the process, Stewart will prepare to present the design for city council approval. This process involves.

- Preparing materials and presentation for city council review



- Receive feedback for further adjustments
- Prepare resubmission for city council approval
- Submit final documents for approval

### **Task 2- Geotechnical Engineering - Bridge:**

The scope of geotechnical services for this task will consist of performing borings along the proposed pedestrian bridge. Geotechnical borings are assumed to not be needed for the bridge conceptual designs outlined in Task B as there should not be much of a difference in the subsurface between the two locations. We anticipate that maximum individual pile loading for the planned bridge will not exceed 40 kips. We have assumed that the scour depth will not exceed 5 feet.

The scope, procedure and assumptions of the field investigation planning, subsurface investigation and laboratory services outlined in Phase 1 - Task 4: Geotechnical Engineering - Trail will apply to this task as well.

#### **Subsurface Investigation:**

Kleinfelder will perform borings along the pedestrian bridge location as determined in coordination with the City of Fayetteville. For the purposes of this proposal, Kleinfelder proposes to perform 4 borings at the proposed location of the bridge.

The borings will extend to depths of up to 45 feet, each, below the ground surface, or refusal, whichever is shallower, for a total of up to 180 linear feet of drilling. Rock coring is not included in the scope.

#### **Laboratory Services:**

Upon completion of drilling, selected soil samples will be returned to Kleinfelder's laboratory for testing. The scope of laboratory testing is anticipated to include the following:

- Soil classification tests (AASHTO M 145) on up to 2 samples.
- Moisture content tests (AASHTO T 265) on up to 2 samples.
- Materials Finer than No. 200 Sieve (AASHTO T-27) on up to 2 samples.

#### **Geotechnical Recommendations Reports:**

Data obtained from field and laboratory testing will be utilized in our engineering evaluation and the development of geotechnical recommendations for the referenced pedestrian bridge. With the execution of this task, the report mentioned in the Geotechnical Engineering - Trail task will include recommendations for pedestrian bridge foundations, including 1 iteration of deep foundation axial and lateral capacity calculations and pile drivability calculations, if required.

#### **Geotechnical Engineering Assumptions/Exclusions**

- Kleinfelder's schedule of work will be coordinated with the City of Fayetteville.
- If the bridge geotechnical scope is executed, it is assumed that the field exploration for both the boardwalk and the bridge will be performed concurrently under one mobilization.
- Recommendations for both the boardwalk and the bridge will be provided under the same report.
- Borings are accessible with an ATV-mounted drill rig.
- Drilling can be completed between 7am and 7pm. Drilling on nights, weekends, or holidays will not be required.
- Drilling equipment can be left overnight at the site.
- A water source is available at the site for use during drilling and that there will be no fee for water use.

- Surplus boring cuttings can be spread out in the vicinity of the backfilled boring. Site restoration is not included beyond backfilling the borings with auger cuttings. Call-backs to repair or restore settlement of boring backfill is not included in the scope of services.
- Clearing with a forestry mulcher to access borings is not included in this scope but can be performed for an additional fee.
- Traffic control will not be required at any of our proposed boring locations.
- No rock coring will be required.
- A private utility locator or Subsurface Utility Engineering (SUE) is not included in our scope.
- The location and elevation of the site benchmark will be provided by others.
- The scope noted herein does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. This study is not designed to detect or identify such materials. If such material is suspected, we will notify the designated Client personnel immediately for direction before proceeding on any out-of-scope services. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope and fee are modified to address this change in condition.
- Our deliverable will be a geotechnical engineering report of recommendations. No graphical plans (inventory) or graphical recommendations are required for our deliverable.
- The quantification of earthwork volumes and/or unsuitable or undercut amounts are not included in the scope.
- Preparation of supplemental reports and addendum letters and review of plans and specifications are not included in our base geotechnical scope; and responses to review agencies or additional work that may be requested are not included.
- Participation in up to two, 1-hour virtual coordination meetings to coordinate the boring locations and review the results/recommendations with the design team are included.

### **Task 3 – Structural Engineering - Bridge:**

Kleinfelder will provide the design and prepare construction documents for the stream crossing structure on the Glenville Lake East Shore Trail project.

This proposal is based on the following:

- The proposed trail will include one boardwalk section measuring approximately 130' in length where the proposed trail alignment crosses the floodplain area leading up to the bridge.
- A single stream crossing will extend approximately 600' over the stream and associated floodplain area. The framing will be similar to the boardwalks at approaches with a longer span at the stream.
- Our proposed fee is based on the following construction types and materials. Deviations from these construction types and material may require an adjustment to the proposed fee.
  - Pressure treated sawn lumber framing supported by concrete drilled pier foundations at the boardwalk section.
  - Prefabricated steel truss main span stream crossing.
  - Concrete abutments at each end of the main span stream crossing supported by pile foundations.

The structural design and preparation of documents will include the following:

- Design of new structural framing and foundations for the boardwalk sections and the concrete abutments for the prefabricated steel truss bridge stream crossing section.
- Preparation of construction drawings including plans, sections, schedules, details, and notes.
- Preparation of the structural technical specification sections.
- Coordination with the designer/supplier of the prefabricated steel truss bridge stream crossing.



- Preparation of structural calculations indicating the design of the boardwalk structural framing elements and systems and the steel truss bridge span abutments.
- Submittal of 50% Construction Documents, 90% Construction Documents, and Final Construction Documents.
- Responding to and modifying structural documents to incorporate one round of coordination comments provided by the design team prior to the 50% and 90% submittals.
- Participation in virtual design coordination meetings is provided in conjunction with Task 6.
- Attendance at Review Meetings is provided in conjunction with Task 6.
- Preparation of up to two addenda in response to Contractor or Authority Having Jurisdiction (AHJ) questions and permit review comments.
- Up to two (2) written responses to structural related Requests for Information (RFI) submitted by the Contractor or AHJ as clarification to the Construction Documents. This includes preparation of supplemental correspondence to clarify the structural design intent. This does not include review of alternate designs that may be proposed by the Contractor or AHJ, nor does it include design services for changes requested during Bidding / Permitting.

This project is assumed to be delivered using a conventional design-bid-build method of delivery with a single bid package in conjunction with Task 6 under Phase 1.

#### **Task 4– Environmental Planning & Permitting - Bridge:**

Based on the preliminary planning information provided, Kleinfelder anticipates the bridge portion of the project to require an expansion of the scope environmental subtasks identified for the Trail scope presented above. This is conservatively based on Bridge Option 1 and includes desktop analysis, environmental field inspection, and permitting.

#### **Environmental Planning & Permitting**

It is assumed the following permit and certification applications will be required:

- USACE Preliminary Jurisdictional Determination (PJD)
- NCDOT Categorical Exclusion Action Classification Form
  - Utilizing the finds from the desktop analysis and the field inspection, Kleinfelder will prepare the NCDOT Type I or II Categorical Exclusion Action Classification Form to provide accurate information to NCDOT to evaluate the proposed project environmental impacts and to support its review and decision-making process obligations under the National Environmental Policy Act/State Environmental Policy Act (NEPA/SEPA).

#### **Environmental Planning & Permitting Assumptions**

- City will provide Kleinfelder with access to all site locations during fieldwork.
- Kleinfelder's scope and fee has been estimated for each project option based on a trail study area corridor of approximately 4,600 linear feet by 50 feet in width and the bridge option 1 plan. If conditions require additional study area to be inspected, Kleinfelder will provide a revised scope and fee to address the change.
- Scope does not include archaeological field surveys.
- Preliminary surveys for the presence of threatened and endangered species (and suitable habitat) will be completed during the site review. Species-specific surveys or evaluations are not included in this scope and will require a change order.
- Fee estimates for Tasks 1 and 2 assume that if both tasks are selected field surveys would be performed concurrently, and permitting would be completed as a single project.



- An onsite review of wetlands and waterbodies with Army Corps of Engineers (ACOE) is assumed to not be needed for issuance of the PJD.
- Additional environmental permit application submittals outside of the NCDOT Categorical Exclusion Action Classification Form and USACE PJD are not included in this scope and will require a change order.
- Scope includes preparing a written response for up to 15 review comments from NCDOT on the NCDOT Categorical Exclusion Action Classification Form submittal.

#### **Task 5 – Conceptual Pedestrian Bridge Structural Design:**

Kleinfelder will produce up to two concept design of the bridge indicating main span locations, type of construction, and construction materials. The concepts will be applicable to either proposed site.

#### **Bridge Structural Design Assumptions/Exclusions**

- Approval of the selected concept shall be received prior to commencing full design outlined in Task 3 of Phase 2.

#### **Task 6 – Schematic Design (SD) - Bridge:**

Once the initial site investigation, surveying, and mapping of information gathered has occurred, Stewart and Ark Consulting will prepare a schematic design of the site showing draft routing connecting the trail to the desired bridge location once approved by the city. We will prepare a conceptual exhibit that includes grading to make sure a feasible ADA connection can be made. The exhibit will include the following elements:

1. Trail connection from main path to desired bridge location.
2. Bridge layout and abutment extents at both ends of the bridge
3. Trail connection from bridge to Mazarick Park Trail system

#### **Task 7 – Construction Documents (CD) - Bridge:**

The team led by Stewart will prepare Construction Documents (CDs) for the bridge, abutments, and trail connection at either of the desired bridge location. Since Design Development is not requested as part of this project, the CD effort will be more extensive to encapsulate various design changes and feedback from the public, stakeholders, client, cost estimates and team as they further detail the project elements. These changes will occur at the stated deliverable submissions below. The CD documents will illustrate the scope and extent of the project in enough detail for interdisciplinary coordination and preliminary pricing. Drawings and specifications will be provided for:

1. Trail design
2. Bridge Abutment Design
3. Bridge engineering
4. Grading and stormwater requirements

#### **LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING**

- Cover Page
- Site Demolition Plans



- General Notes Page
- Site Layout Plans
- Site Plan showing trail design
- Site Materials & Furnishings Plans
- Site Details
- Planting Design showing existing trees and proposed planting design
- Planting Details
- Mass Grading
- Stormwater drainage design
- Erosion Control Plans
- Wetland Buffer Protection
- Utility routing (stormwater)
- Utility tie-in points (stormwater)
- Catch Basin Analysis
- Stormwater impact analysis (SIA)
- Trail profiles and cross-sections

Stewart will submit Construction Document sets to the Client/Consultant team for review. These sets are focused on the construction of the project and may have more detail than is required in the following construction permit sets outlined in the below task. Thus these sets will lead then run concurrently with the permitting sets and eventually be finalized once all permitting adjustments have been approved. The following submissions for this task are identified below.

**Submissions:**

- *50% Completion Set for Client Review*
- *80%-90% Completion Set for final Client Review*
- *100% Submission for IFC*

**Deliverables:** *See enclosed summary.*

**Task 8 – Site Plan Approval (SPA) - Bridge:**

Once the 50% CDs and cost estimate have been completed with comments and budget adjustments approved by the Client along with authorization to proceed, Stewart will lead the coordination and submission effort required by the City of Fayetteville for Site Plan review.

Below are the anticipated submissions required as part of the Site Plan review process with the City of Fayetteville:

**Submissions:**

- *1<sup>st</sup> Submission Set (initial)*
- *2<sup>nd</sup> Submission Set (response to first review comments)*
- *3<sup>rd</sup> Submission Set (response to second review comments)*
- *Final Submission for signatures*

Any additional reviews by the city will be completed under a separate add service task.

**Task 9 – Construction Documents Permitting (P) - Bridge:**

Upon completion of the Site Plan approval process, and around 50%-75% completion of the Construction Documents identified above, Ark Consulting will submit Construction Permitting sets for review and approval by city departments and state or federal agencies. These documents will include minimum code



requirements necessary to obtain permits for utility infrastructure, stormwater control, land disturbance, driveways, and site improvements. The following permit sets are identified to be required.

1. Submittal of Construction Drawings to the City of Fayetteville and respond to Staff review comments;
2. Secure final Construction Drawings approval from the Public Works Department;
3. Obtaining Land Disturbance Permit through City of Fayetteville Stormwater & Erosion Control Division;
4. Obtaining Environmental Impact and Buffer Encroachment permits;

Stewart will work with the Client and team to determine the appropriate timing to submit the Permitting documents in conjunction with the overall project schedule. Our services are based on the following anticipated review cycles:

**Submissions:**

- o *1<sup>st</sup> Submission Set (initial)*
- o *2<sup>nd</sup> Submission Set (response to first review comments)*
- o *3<sup>rd</sup> Submission Set (response to second review comments)*
- o *Final Mylar Submission for signatures*

**Deliverables:** See enclosed summary.

Any additional reviews by the city will be completed under a separate add service task.

**Task 10 – Cost Estimating - Bridge:**

Cost estimates will be provided at the submission dates noted for the project by Stewart’s subconsultant, MBP. These estimates will be organized in the Uniformat format and will be used to determine the anticipated project budget, to make cost-related design decisions. The cost estimates will include cost detail for all site development and improvement cost.

Cost estimates prepared by MBP shall be developed in accordance with generally accepted cost estimating standards and practices. MBP has no control over, among other things, the cost of materials, labor, equipment, or a contractor’s method of determining cost or fluctuations in the market. MBP cannot guarantee that any actual bids or costs of construction will not vary from cost estimates provided by MBP to the Client.

MBP shall have no obligation to re-perform services previously provided by MBP without any additional compensation provided that MBP’s estimates have been developed in accordance with the applicable standard of care.

**Submissions:** Cost estimates will be provided at the following project benchmarks:

- o *50% Construction Documents*
  - *Bridge (2 Options) & Trail*
- o *90% Construction Documents*
  - *Trail only*



**Task 11 – Bidding Assistance (BA) - Bridge:**

We understand that the Client will lead the bidding process and will be responsible for preparing the bid package for the project. Stewart will provide the following assistance to the Client during the bidding phase of the project:

- Attend one pre-bid meeting (one LA and one Civil staff member included);
- Issue sketches or written clarifications of Construction Documents;
- Provide written responses to RFIs and bidder questions;
- Develop addenda and/or sketches as required;
- Assist in bid evaluations of the site hardscape, landscape and civil items;
- Attend one cost review value engineering meeting (one LA and one Civil staff member included);
- Review and evaluate cost analysis for site work and provide recommendations for value engineering (VE) as required

Any additional reviews by the city will be completed under a separate add service task.

**Task 12 – Construction Administration (CA) - Bridge:**

Stewart understands the importance of the exterior spaces for the success of the project. We will be responsible for site specific construction observation for our areas of scope only. Our services will include:

- Periodic visits to the site based on the status of construction three (3) site visits at 6 hours/visit included for one (1) LA and one (1) Civil staff member;
- Preparation and issuance of field reports based on site visits;
- Attendance at OAC meetings when they correspond to substantial work being completed under our scope of work (5 meetings included for one (1) LA and one (1) Civil staff member);
- Issuing sketches or written clarifications of Construction Documents;
- Providing written responses to RFIs and contractor questions;
- Developing addenda and/or sketches as required;
- Review and approval of shop drawings;
- Review and approval of materials submittals;
- Review contractor change order requests associated with site work;
- Review pay application requests associated with site work.

Site visits and observations by Consultants are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor



shall Stewart and Ark Consulting have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Deliverables:** See enclosed summary.

### **Task 13 – Project Closeout (PC) - Bridge:**

Stewart and the project team will provide the following services:

#### **LANDSCAPE ARCHITECTURE & CIVIL ENGINEERING**

- Conduct site visit to evaluate ADA compliance, standard level and tape measure and issue certification

Additionally, once the Client notifies Stewart that the project has reached the point of Substantial Completion, we will provide the following services to ensure compliance with the Contract Documents:

- Prepare and submit as-built & record drawings application(s) to City of Fayetteville for review and approval;
- Conduct a Substantial Completion site visit to evaluate construction of the completed bridge and site work;
- Prepare and issue a Punchlist for deficiencies of bridge and trail work;
- Conduct a Final Completion site visit to evaluate corrections of the deficient work;
- Prepare and issue Certificate of Final Completion.

### **Task 14 – Signage Implementation - Bridge:**

Blashfield will assist the team with the design and location review of the desired sign types supportive of the project needs for the bridges and within Mazarick Park's eastern shore trail. This includes the use of designed and approved signs by the City of Fayetteville currently under production. This may also include consideration of new sign types for design, permitting, and production.

Blashfield's scope during the project will include the following efforts:

#### **Schematic Design Phase**

- Coordinate with Consultant team on sign type and location
- Coordination and 2 Meetings

#### **Construction Documents Phase**

- Provide Shop Drawings for review and pricing if different from previously prepared shop drawings for the Center City Parks and Trail Master Plan



- Assist in supplying pricing information as part of estimating effort for both cost estimates undertaken
- Attendance at four (4) coordination meetings

**Value Engineering & Permitting Assistance**

- Attend one cost review value engineering meeting;
- Review and evaluate cost analysis as part of the team and provide approved adjustment to sign designs (VE) as required;
- Prepare and submit vector art drawings of sign types to the city for permitting
- Receive comments, adjust, and resubmit for approval by the city. Up to two (2) resubmission efforts for approval.

**Task 15- Bi-Weekly Meetings & Project Administration - Bridge:**

We assume the project will require bi-weekly meetings up through the end of the Construction Document phase. Stewart & Ark will provide attendance at eight (8) one-hour meetings for one LA and one Civil staff member based on an anticipated eight (4) month timeline to complete construction documentation.

Any additional meetings will be billed at an hourly rate.

**COMPENSATION:**

Stewart agrees to provide the professional services outlined above in the Scope of Services according to the following Lump Sum fee schedule:

Phase 1 Scope of Services - Trail (per Task)	LA Fee	Struct + Env. Eng.	Civil Fee	PLND Fee	SIGN Fee	Survey	Est
Task 1: Project Kickoff, Site Visit, & Due Diligence (D)	\$11,400	-	\$5,760	-	-	-	-
Task 2: Survey (S)	\$600	-	-	-	-	-	-
1) Design Survey	-	-	-	-	-	\$59,000	-
2) Subsurface Utility Engineering Level B	-	-	-	-	-	\$18,000	-
Task 3: Public Engagement	\$2,270	-	-	\$21,000	-	-	-
Task 4: Geotechnical Engineering	\$600	\$30,100	-	-	-	-	-
Task 5: Flood Modeling	\$600	\$32,600	-	-	-	-	-
Task 6: Structural Engineering	\$600	\$48,700	-	-	-	-	-
Task 7: Environmental Planning & Permitting	\$600	\$26,600	-	-	-	-	-
Task 8: Schematic Design (SD)	\$5,630	-	\$9,640	-	-	-	-
Task 9: Construction Docs. (CD)	\$43,680	-	\$11,080	-	-	-	-
Task 10: Site Plan Approval (SPA)	\$24,420	-	\$17,600	-	-	-	-
Task 11: Construction Doc. Permitting (P)	\$3,000	-	\$4,800	-	-	-	-
Task 12: Cost Estimating	\$600	-	-	-	-	-	-
1) 50% CDs	-	-	-	-	-	-	\$6,360
2) 90% CDs	-	-	-	-	-	-	\$4,320
Task 13: Bidding Assistance (BA)	\$7,235	-	\$4,700	-	-	-	-
Task 14: Construction Administration (CA)	\$19,770	-	\$26,000	-	-	-	-
Task 15: Project Closeout (PC)	\$4,270	-	\$10,000	-	-	-	-
Task 16: Signage implementation	\$4,470	-	-	-	\$12,500	-	-
Task 17: Bi-Weekly Meetings/Project Admin.	\$2,400	-	\$6,800	-	-	-	-
<b>SUB-TOTALS PER DISCIPLINE</b>	<b>\$132,145</b>	<b>\$138,800</b>	<b>\$96,380</b>	<b>\$21,000</b>	<b>\$12,500</b>	<b>\$77,000</b>	<b>\$10,680</b>
<b>TOTAL SERVICES</b>	<b>\$488,505</b>						



Phase 2 Scope of Services – Bridge (per Task)	LA Fee	Struct + Env. Eng.	Civil Fee	PLND Fee	SIGN Fee	Survey	Est
Task 1: Public Engagement	\$2,000	-	-	\$15,000	-	-	-
Task 2: Geotechnical Engineering	\$600	\$18,200	-	-	-	-	-
Task 3: Structural Engineering	\$600	\$41,400	-	-	-	-	-
Task 4: Environmental Planning & Permitting	\$600	\$7,500	-	-	-	-	-
Task 5: Conceptual Pedestrian Bridge Structural Design	\$600	\$16,400	-	-	-	-	-
Task 6: Schematic Design (SD)	\$3,500	-	-	-	-	-	-
Task 7: Construction Docs. (CD)	\$9,500	-	-	-	-	-	-
Task 8: Site Plan Approval (SPA)	\$8,500	-	-	-	-	-	-
Task 9: Construction Doc. Permitting (P)	\$1,600	-	-	-	-	-	-
Task 10: Cost Estimating	\$600	-	-	-	-	-	-
1) 50% CDs	-	-	-	-	-	-	\$5,360
2) 90% CDs	-	-	-	-	-	-	\$3,320
Task 11: Bidding Assistance (BA)	\$2,000	-	-	-	-	-	-
Task 12: Construction Administration (CA)	\$4,530	-	-	-	-	-	-
Task 13: Project Closeout (PC)	\$1,270	-	-	-	-	-	-
Task 14: Signage implementation	\$1,000	-	-	-	-	-	-
Task 15: Bi-Weekly Meetings/Project Admin.	\$1,200	-	-	-	-	-	-
<b>SUB-TOTALS PER DISCIPLINE</b>	<b>\$38,100</b>	<b>\$83,500</b>	<b>-</b>	<b>\$15,000</b>	<b>-</b>	<b>-</b>	<b>\$8,680</b>
<b>TOTAL SERVICES</b>	<b>\$145,280</b>						

**POTENTIAL ADDITIONAL SERVICES**

The follow tasks have not been incorporated into this proposal should they be needed as the project progresses and site and regulatory investigations are completed. These tasks will only be utilized and billed upon determination of necessity and approval by the Client.

**Additional Task 1 – Site Structural Design (Site walls if necessary)**

**Additional Task 2 – Site Lighting**

It is not anticipated at this time that site lighting is needed but can be added if decided upon.

**Additional Task 3 – Site Electrical – (Site lighting for pedestrian paths and signage if necessary)**

It is not anticipated at this time that electrical conduit for site lighting is needed but can be added if decided upon.

**Additional Task 4 – Cost Estimating – Reconciliation Meeting**

It is not anticipated at this time that MBP will be needed at any reconciliation meeting and if necessary, will request additional fee at \$1,000/meeting.

**Additional Task 5 – Trail Amenities**

All trail amenities shall be considered under a separate agreement due to the current funding sources for the project. Below is a description of amenities as part of the trail project.

- Fishing Platform
- Observation Deck
- Boat Dock and/or Boat House
- Interpretive/Educational Signage



- Trail Kiosk Design
- Adventure Play
- Restroom Shelter
- Pavilion/Picnic Areas

#### **Additional Task 6 – Tree Surveying**

If additional trees are needed to be surveyed after the initial tree flagging and survey is complete, then a fee of \$2,200 per day would be assessed to perform this work.

#### **CLIENT RESPONSIBILITIES:**

It shall be the responsibility of the Client to provide the following items:

- Access to the site. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g. gates, locked areas), on-site traffic interference, etc. may result in additional fees;
- Assistance in obtaining information from all other consultants on the design team as needed to complete our tasks documents that would be beneficial during our evaluation;
- Provide any other electronic information on the site to be used in the preparation of plans
- Provide reasonable advanced notice of scheduled meetings;
- Provide decisions on critical issues as necessary in a timely manner;
- Payment of all invoices per Conditions of the Agreement.

#### **ASSUMPTIONS & EXCLUSIONS:**

Our Scope of Services and fee proposal is based on the following **assumptions**:

1. We assume the duration of the construction phase is scheduled to last twelve (12) months. If construction extends beyond [12] months, Stewart and the consultant team reserve the right to negotiate additional services for continuation of Construction Observation.
2. No liability is assumed for the accuracy of other consultant's work (i.e. Planner, Architect, Testing Agency, Biologist, Surveyor, etc.) or information provided by others used in the production of our documents.
3. Additional site visits requested by the Client, Owner or contractor beyond what is included in Tasks above will be invoiced at an hourly rate under a separate task and will include travel, field observations, and preparation of a field report.
4. The Project Team will provide electronic (PDF) versions of all previously prepared designs and submittals;
5. All plans prepared by and plans provided to Stewart by other consultants working on the project will be prepared in AutoCAD, Release 2019 or later;
6. Site hardscape/landscape and civil plans will be prepared and issued for the entire project. Neither design related to project phasing nor phased submissions will be required. Any phasing required related to landscape architecture and civil engineering will be an additional service;
7. Existing utilities are present in the roadways adjacent to the project site. These utilities can supply adequate pressure, flow capacity, and flow acceptance to the project without modification;

8. Any new utility service lines will be tied to existing service lines within the project boundary and will not require work within the public right-of-way;
9. Pedestrian and Traffic Management Plans will be provided as required by the municipality for necessary work within the public rights-of-way only. Contractor will provide Pedestrian and Traffic Management Plans for implementation during construction;
10. There are not any known environmental conditions (contaminated soil, ground water, etc.) that would affect the development of the project;
11. No endangerment or threatened species are present on the site that would affect the development of the project at this time;
12. The owner will pay all regulatory permitting/filing/recording and development impact fees, either directly or as a reimbursable expense if Stewart agrees to advance payment to regulatory agencies as a convenience to the owner for expediting the project approval;
13. Representation for court appearances for litigation, or preparation for the same, Public Relations efforts, Public involvement and/or community meetings other than those specified in this proposal, and additional meetings not included above will be billed on an hourly basis;
14. If required to meet expedited project schedules mandated by the Client, weekend and after normal business hours work will be an additional cost.

The following items are specifically **excluded** from the Scope of Services but can be provided as an additional service and under separate proposal. Additionally, any items not listed in the Assumptions or Scope of Work above shall be considered excluded from this agreement.

1. Architectural services;
2. Electrical Engineering and photometry for site lighting;
3. Construction Surveying;
4. Platting;
5. ALTA/ASCM Certifications;
6. Soil testing;
7. Environmental services including Phase I and Phase II assessments;
8. FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) services;
9. Private utility location;
10. Testing for offsite improvements. No such improvements are known at this time;
11. Traffic Impact Analysis and off-site roadway improvements scope evaluation;
12. Design of off-site roadway improvements including signalization and turn lanes;
13. Design, coordination, or engineering off property;
14. Design of custom site furnishings;
15. Design and Structural Engineering of site retaining walls or other site elements;
16. Design or coordination of water features;
17. Design or coordination of fire features;
18. Irrigation design and installation;
19. Design of well and septic systems;
20. Signage and wayfinding design;
21. Any additional graphic or design work not mentioned in the scope of services
22. Lot specific grading plans or plot plans locating homes;
23. Sustainability certification (LEED, WELL Building, etc.) review and submittal services;
24. Payment of permit or review fees;



**STEWART**  
VISIONS BY DESIGN

- 25. Health department submittals/approval services;
- 26. Representation for court appearances or preparation for the same;
- 27. Public Relations efforts (graphics, brochures, etc.).

**APPROVAL:**

**STEWART**

**Fayetteville-Cumberland Parks and Recreation**

Tedd Duncan \_\_\_\_\_  
**Print Name**

\_\_\_\_\_ \_\_\_\_\_  
**Print Name**

Vice President \_\_\_\_\_  
**Title**

\_\_\_\_\_ \_\_\_\_\_  
**Title**

\_\_\_\_\_ \_\_\_\_\_  
**Signature**

\_\_\_\_\_ \_\_\_\_\_  
**Signature**

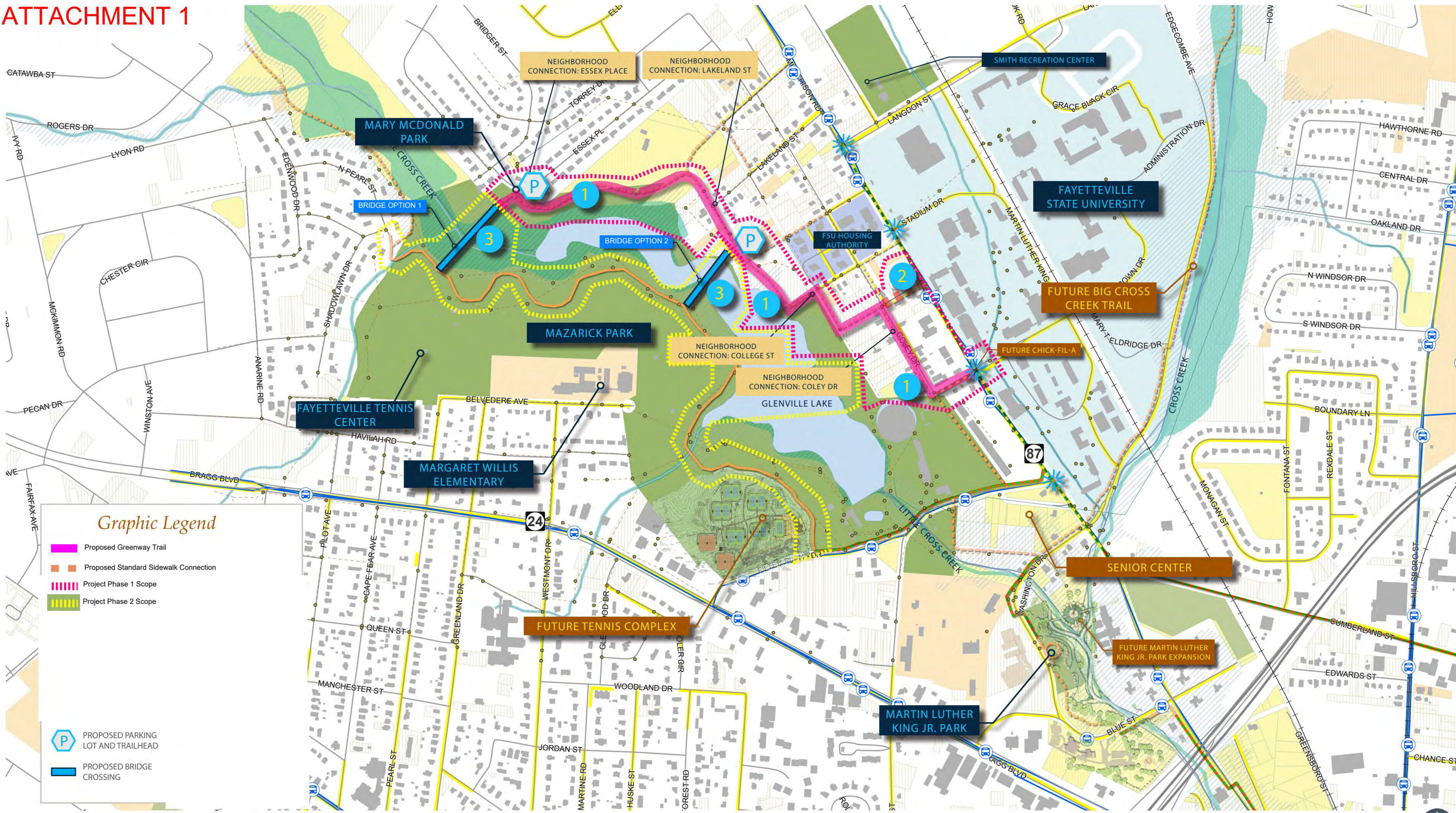
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**Date**

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**Date**

# EAST SHORE TRAIL AND NEIGHBORHOOD CONNECTIONS

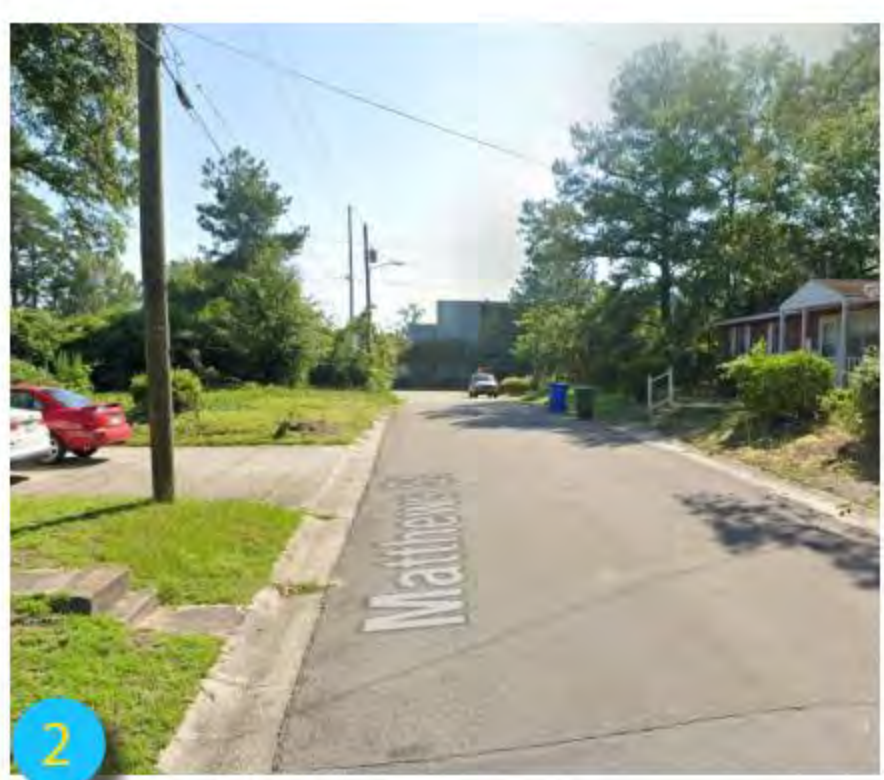
Proposed East Shore Trail and Connections

## ATTACHMENT 1



### EAST SHORE TRAIL CONNECTION

THE EAST SHORE TRAIL WILL BE A MULTI-USE PATH FOR WALKERS, JOGGERS, BICYCLISTS AND OTHERS UTILIZING NON-MOTORIZED TRANSPORTATION. THE TRAIL WILL BE LOCATED IN THE CITY OF FAYETTEVILLE, AND SHALL CONSIST OF A (10)-FT. WIDE ASPHALT/CONCRETE MULTI-USE TRAIL WITH (2)-FT. CRUSHED STONE SHOULDERS. THE TRAIL WILL BE A PAVED SURFACE DESIGNED TO AASHTO AND ADA GUIDELINES. THE MULTI-USE PATH WILL PROVIDE A SEAMLESS AND SAFE ROUTE FOR PEDESTRIANS AND BICYCLISTS FROM NEIGHBORHOODS LOCATED ALONG THE EAST SIDE OF GLENVILLE LAKE TO MURCHISON ROAD, FAYETTEVILLE STATE UNIVERSITY AND A NUMBER OF EXISTING BUS STOPS AND SIDEWALKS.



### MATHEWS STREET SIDEWALK

THE PROJECT ALSO INCLUDES A SIDEWALK CONNECTION ALONG MATHEWS STREET FROM THE PROPOSED TRAIL SECTION ALONG COLEY DRIVE TO EXISTING SIDEWALKS ON MURCHISON ROAD.



### FUTURE GLENVILLE LAKE BRIDGE

A FUTURE CONNECTION IS PLANNED FROM THE EAST SHORE TRAIL TO MAZARICK PARK VIA A BRIDGE OR BOARDWALK OVER THE UPPER END OF GLENVILLE LAKE.

# EAST SHORE TRAIL AND NEIGHBORHOOD CONNECTIONS


City Center Parks | Fayetteville, NC | LAPP PROJECT



# Glenville Lakes

## ATTACHMENT 2

### Legend

 Survey Limits



**STEWART ENGINEERING, INC.****General Conditions****(As of March 1, 2022)****1.01 Standard of Care**

- A. The standard of care of all professional services performed or furnished by Stewart under this Agreement will be performed with the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a reputable professional under similar circumstances practicing in the same or similar locality and shall conform to professional standards.

**2.01 Additions/Change to Scope of Services**

- A. Change orders, whether reflecting a reduction or increase in contract price, shall be submitted to Stewart in writing and requires Stewart's written approval prior to services being performed.

**3.01 Payment**

- A. *Invoices:* Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of the phase of service or on a monthly basis. Invoices are due net 30 days. If Client fails to make any payment due Stewart for Services, extra services, or expenses within thirty (30) days after receipt of Stewart's invoice, then Stewart may, after giving three days written notice to Client, suspend Services under this Agreement until Stewart has been paid in full all amounts due for Services, extra services, expenses, and other related charges. Client waives any and all claims against Stewart for any such suspension.
- B. *Payment:* As compensation for Stewart providing or furnishing Services and extra services, Client shall pay Stewart as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Stewart in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

**4.01 Termination**

- A. The obligation to continue performance under this Agreement may be terminated for cause:
1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Stewart for its Services shall constitute a substantial failure to perform and a basis for termination.
  2. By Stewart:
    - a. upon seven days written notice if Client demands that Stewart furnish or perform services contrary to Stewart's responsibilities as a licensed professional; or
    - b. upon seven days written notice if Stewart's Services are suspended for more than 30 days for reasons beyond Stewart's control.
- B. Stewart shall have no liability to Client on account of a termination for cause by Stewart.



- C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.
- D. The Agreement may be terminated for convenience by either party upon 14 days written notice.
- E. In the event of any termination under Paragraph 4.01.D, Stewart will be entitled to invoice Client and to receive full payment for all Services and extra services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra services, Stewart's consultants' charges, if any, and any other reasonable costs incurred by Stewart as a result of such termination.

#### **5.01 Indemnification and Insurance**

- A. The Client shall indemnify and hold harmless Stewart and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Client's breach of contract, b) any negligent, reckless, or intentional act or omission of Client or Client's subcontractors, agents, or employees or c) any violation of applicable statutes or regulations by Client or Client's subcontractors, agents, or employees.
- B. Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Stewart's breach of contract, b) any negligent, reckless, or intentional act or omission of Stewart or Stewart's subcontractors, agents, or employees or c) any violations of applicable statutes or regulations by Stewart or Stewart's subcontractors, agents or employees, subject to the limitation of liability provisions herein.
- C. Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

#### **6.01 Delay**

- A. Should completion of any portion of the Services by Stewart be delayed, suspended, or impaired, through no fault of Stewart, then the time for completion of Stewart's Services, and the rates and amounts of Stewart's compensation, shall be adjusted equitably.

#### **7.01 Instruments of Service**

- A. All documents prepared or furnished by Stewart are instruments of service, and Stewart retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether



or not the Project is completed. Client shall have a limited license to use the documents on the Project, subject to receipt by Stewart of full payment due and owing for all Services and extra services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Stewart, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Stewart;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Stewart, as appropriate for the specific purpose intended, will be at Client's sole risk;
3. Client shall defend, indemnify and hold harmless Stewart and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Stewart; and such limited license to Client shall not create any rights in third parties.

#### **8.01 Waiver of Consequential Damages**

- A. To the fullest extent permitted by law, Client and Stewart waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

#### **9.01 Limitation of Liability**

- A. **STEWART AND CLIENT AGREE THAT STEWART'S (INCLUDING STEWART'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO \$25,000.00 FOR PROJECTS WITH A TOTAL FEE UNDER \$25,000.00 OR \$250,000.00 FOR PROJECTS WITH A TOTAL FEE OVER \$25,000.00.**

#### **10.01 Disputes**

- A. Any disputes relating to or arising out of this Agreement or Stewart's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for



later proceedings. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation.

If such matter relates to or is the subject of a lien arising out of Stewart's performance of services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadline prior to resolution of the matter by mediation or by binding dispute resolution.

- B. Any disputes not resolved by mediation shall be subject to Arbitration administered in accordance with the Uniform Arbitration Act in effect in the State where the Project is located as of the date of this Agreement. If the State where the Project is located does not have a Uniform Arbitration Act, then it shall be administered in accordance with the American Arbitration Association.
- C. This Agreement shall be governed by the laws of the State where the Project is located. The Parties agree that any dispute or other legal action relating to this Agreement shall be conducted only in the country where the Project is located unless otherwise agreed to by the Parties or provided by law.

**11.01 General Considerations**

- A. Stewart shall not be responsible for any decision made regarding the construction contract requirements including but not limited to contractor means, methods, techniques, sequences, procedures of construction, any application, interpretation, clarification, or modification of the construction contract documents other than those made by Stewart or its consultants, any environmental hazards or pollutants at the Project site, or jobsite safety requirements.
- B. The Client shall not assign this Agreement without first obtaining the written consent of Stewart, and Stewart has no obligation to accept performance of this Agreement from anyone other than Client. Any purported assignment by Client in contravention of the terms of this Paragraph may be voided at Stewart's sole election. In the event Stewart provides written consent to an assignment, Client agrees that prior to the assignment Stewart shall be paid in full for all services performed up to the effective date of the assignment.
- C. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- D. This Agreement (including any expressly referenced Contract and incorporated attachments) constitutes the entire agreement between Stewart and Client and supersedes all prior written or oral understanding. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Client Initials: \_\_\_\_\_



**STEWART ENGINEERING, INC.**  
**Project Billing Information**

**Section I: Existing Client** (Complete Section I or II)

Is there any change to the invoice requirements or contact information for this project? Yes  No

If yes, identify changes below:

Existing Client Name: \_\_\_\_\_  
Change in Address: \_\_\_\_\_  
Change in Phone #: \_\_\_\_\_  
Change in Billing Contact: \_\_\_\_\_  
Specific Invoicing Requirements: \_\_\_\_\_

**Section II: New Client** (Complete Section I or II)

New Client Name (as it should appear on invoice): \_\_\_\_\_  
Client Billing Address: \_\_\_\_\_  
Client Phone #: \_\_\_\_\_

Please provide Billing Contact Information and Invoice Submittal Email address (if different)

Contact Name: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone #: \_\_\_\_\_  
Invoice Submittal Email: \_\_\_\_\_

**Section III: Invoice Requirements**

1. Is a PO # required on invoices? Yes  No   
If yes, PO # is: \_\_\_\_\_
2. Is a Client Project # required on invoices? Yes  No   
If yes, Client Project # is: \_\_\_\_\_
3. Is a lien waiver required for payment of invoices? Yes  No   
If yes, please provide template.
4. Is additional backup documentation or reporting required with invoices? Yes  No   
If yes, please describe: \_\_\_\_\_
5. Are there any other specific requirements needed for invoices? Yes  No   
If yes, please describe: \_\_\_\_\_

**ACH is the requested method of payment.**

PNC Bank, PO Box 826784 | Philadelphia, PA 19182-6784  
Routing #021052053, Account #74068236

Questions? Please email [accountsreceivable@stewartinc.com](mailto:accountsreceivable@stewartinc.com).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sentinel Risk Advisors LLC 4700 Six Forks Road Suite 200 Raleigh NC 27609		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (919) 926-4623 <b>E-MAIL ADDRESS:</b> Certificates@sentinelra.com		<b>FAX (A/C, No):</b> (919) 926-4664	
<b>INSURED</b> Stewart Engineering, Inc. 434 Fayetteville St. Suite 1400 Raleigh NC 27601		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> Emcasco Insurance Company			21407
		<b>INSURER B:</b> Employers Mutual Casualty Co.			21415
		<b>INSURER C:</b> Union Insurance Co. of Providence			21423
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** CL2541019809      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:	Y		6D54255	04/10/2025	04/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			E011817	04/10/2025	04/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			J011817	04/10/2025	04/10/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	H011817	04/10/2025	04/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			6D54255	04/10/2025	04/10/2026	Installation \$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

City of Fayetteville, NC is an additional insured as it relates to General Liability coverage as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Fayetteville, NC 433 Hay Street  Fayetteville NC 28301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL COVERAGES

Ref #	Description Pollution Liability	Coverage Code POLUT	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount 1,000	Deductible Type Dollars	Premium
Ref #	Description Liability-1	Coverage Code CRLB	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date	
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Blkt Waiver Subrogation	Coverage Code BWWSB	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Statutory Limits	Coverage Code STATU	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Sentinel Risk Advisors LLC		NAMED INSURED Stewart Engineering, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Cyber Liability (04/10/2025-04/10/2026)  
- Policy #LH6 M007140 00  
- \$3M Single Limit of Insurance  
- \$3M Policy Aggregate Limit of Insurance

Crime (04/10/2025-04/10/2026)  
- Policy #LH6-M011987-00  
- Employee Theft Coverage: \$1M

Employment Practices Liability  
(04/10/2025-04/10/2026)  
-Policy #6805-5172  
-Limit: \$3,000,000.00