

June 20, 2025

Mr. Clint Mack
Town Manager/CZO
Town of Robbins
101 N. Middleton St
Robbins, NC 27325

Re: Proposal for Engineering Services - Preliminary Stormwater Evaluation
225 E. Virginia Avenue Residence
Robbins, North Carolina

Mr. Mack:

The Wooten Company (TWC) appreciates the opportunity to provide a proposal for a preliminary stormwater evaluation in the area of the residence at 225 E. Virginia Avenue. Our project understanding, scope of work, fees and schedule are provided herein.

Project Understanding

Per our onsite meeting on 6/4/25 to review the area experiencing recent flooding at 225 E Virginia Avenue, the Town would like TWC to perform a preliminary stormwater evaluation of this area and provide options to reduce the flooding potential in the future.

TWC will provide the services as outlined below.

Scope of Work

Drainage Evaluation

- Visit the study area to conduct additional field reconnaissance after reviewing available GIS data and supplemental field sketch surveys provided by the Town.
- Perform preliminary stormwater modeling of the “drainage system” in this area of review, if applicable utilizing stormwater modeling software.
- Evaluate potential utility conflicts within study area such as water, sewer, telecom. Power etc.
- Evaluate potential environmental impacts resulting from any proposed improvements such as wetlands, stream /buffers, etc. Note, no actual delineation will be performed, only use utilize existing available online database for this project area.
- Meet with town staff to review preliminary design concept options (2) and make revisions, as necessary.
- Prepare a final technical memorandum of our results, including preliminary opinion of probable construction costs and basic exhibits illustrating the proposed concepts.

Exclusions

- Engineering Design Services beyond the concept level
- Geotechnical investigation or report
- Topographical/Boundary/Easement Surveys
- Subsurface Utility Engineering (SUE)
- Environmental Investigation, including wetland and stream delineation/mapping.
- Phase I/II Environmental Site Assessment Study/reports
- Appearance before courts or boards on matters of litigation or hearings related to the project.

Project Schedule

We will work with the Town on a mutually agreed schedule once a Notice to Proceed is provided by the Town...

Fees

We propose a fixed fee of **\$10,800.00** for completion of the Preliminary Stormwater Evaluation.

Please review our proposal and let me know if you have any questions or require any additional information. We appreciate the opportunity to work with the Town of Robbins. You have our assurance that The Wooten Company will make every effort to deliver quality service in a timely manner.

Should you agree with the scope and fees shown, please sign below as an indication of your acceptance of this proposal.

Respectfully,
THE WOOTEN COMPANY

Approved and Authorized by:
Town of Robbins, NC

Lester Lowe, PE
Central Services Lead

Signature Date

Typed/Printed Name & Title

Attachments: Terms and Conditions

PRE-AUDITED STATEMENT

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

Finance Officer
Printed Name

Signature Date



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

STANDARD OF PERFORMANCE

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with ENGINEER's services.

INSURANCE

ENGINEER agrees to procure and maintain, at its expense Worker's compensation insurance as required by Statute; Automobile Liability insurance; Commercial General Liability insurance; Upon request, a copy of the Engineers Certificate of Insurance for General Liability, Workman's Compensation and Automobile Insurance can be provided.

OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by the ENGINEER are made based on information available to the ENGINEER and based on the ENGINEER's experience and qualifications and general familiarity with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares. OWNER can obtain an independent cost estimate if greater assurance is required.

CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER neither guarantees the Contractor's performance nor assumes responsibility for Contractor's failure to furnish or perform their work.

CONTROLLING LAW

This Agreement is to be governed by the law of the state where the ENGINEER's services are performed.

SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by the ENGINEER, unless indicated otherwise. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions, or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by the ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by the ENGINEER.

SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

RE-USE OF DOCUMENTS

OWNER acknowledges that the drawings, specifications, and other documents, including those in electronic form prepared by the ENGINEER are Instruments of Service for use solely with respect to this Project, and ENGINEER retains an ownership and property interest in such documents. OWNER may make and retain copies of Documents generated by the ENGINEER for information, coordination, and reference in connection with use on the Project. ENGINEER grants OWNER a limited license to use the documents on the Project that is subject of this AGREEMENT. ENGINEER shall not be liable for use by the OWNER of said plans, documents, studies, or other data for any purpose other than intended by the terms of this agreement.

SEVERABILITY

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Failure to pay ENGINEER for its services is a substantial failure to perform and a basis for termination. In the event of a termination, ENGINEER will be entitled to invoice OWNER and to receive full payment for all services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the date of termination. The final invoice will include all services and expenses associated with the project up to the effective date of termination.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments within 30 days upon receipt in response to the ENGINEER's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and subcontractor expenses will be marked up 10% to cover administrative and insurance costs.

OWNER shall make prompt payment to ENGINEER regardless of any other agreements or arrangements with Owner. ENGINEER's compensation shall not be contingent upon OWNER's business arrangements with any person, entities, or institutions not specifically listed in the Agreement. Further, payment shall not be contingent upon any permitting approvals or similar items. If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily not pay the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute in writing and request clarification and/or correction. After any dispute has been settled OWNER may pay the disputed amount, or request the ENGINEER include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for the ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one and a half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within 30 days from the date of the invoice. In the event undisputed portions of the ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full. OWNER waives any and all claims against Engineer for any such suspensions.

CONTROLLING AGREEMENT

This Agreement, including the letter proposal with Terms & Conditions and exhibits, constitute the entire Agreement between ENGINEER and OWNER, and supersedes and controls over any prior written or oral understandings. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document. The Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity, and location of such hazardous materials. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

DISPUTE RESOLUTION

Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Owner and Engineer (1) 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 and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.