

April 19, 2024

Mr. Stevie Cox, City Manager City  
of Trinity  
5978 NC Highway 62, PO Box 50  
Trinity, NC 27370

RE: **Agreement for Professional Services  
CIP Budget, Park System Master Plan, PARTF Application, Community Park Master Plan Trinity, North  
Carolina  
WithersRavenel Project No. 24-0203**

Dear Mr. Cox,

We want to thank you for the opportunity to provide this proposal to prepare a Park System Master Plan in addition to conducting master planning services for the new Community Park. Our Design + Planning Group has extensive experience with these types of projects, and we are very excited about the opportunity to work with the City of Trinity and the community to develop plans which will serve as a road map for future improvements and strengthen the City's position for funding opportunities. Furthermore, we have partnered with C Design to provide input on potential building/facility needs and costs to help guide plan development. We believe that this approach is comprehensive but can be tailored further to meet the City's specific needs.

Per your request, the following defines services that would be provided to prepare a Park System Master Plan, preliminary Master Plan for the Community Park, preliminary CIP budget information for Phase I of the Community Park, and a PARTF application.

Please review the attached document and feel free to contact us anytime to discuss. We are looking forward to the opportunity to work with you!



**Daniel Rauh, AICP**  
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Enclosure: Summary of Professional Services

# City of Trinity Trinity, North Carolina

## Agreement for Professional Services

### A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Trinity and formalize an agreement for the implementation and logistics for these services.

The preliminary design services portion of this agreement is based on the 33+/- acre project site located at 6703 NC Highway 62 in Randolph County, Trinity, North Carolina.

Listed below is a summary of key aspects of the Community Park Master Plan project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- Community Gathering Space
- Veteran’s Memorial
- Paved Walking Trails
- Trail Connections to Trinity High School
- Dog Park
- Picnic Area(s)
- Restroom/Pavilion Building
- Picnic Pavilion(s)
- Pickleball Court(s)
- Playground(s)
- Cornhole Court
- Storybook Walk
- Future relocation of existing Public Works building (outside of the Community Park site)
- Future repurposing of existing City Council meeting building

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- ▶ City of Trinity shall be known as the “Client”; WithersRavenel shall be known as the “Consultant”; The property and overall project shall be known as the “Project”; Trinity shall be known as “City”; Randolph County shall be known as “County”; The executed agreement shall be known as the “Agreement”.

### B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for services described in the Scope of Services are shown below. Please note that the tasks for the development of the Preliminary Community Park Phase I CIP Budget, Park System Master Plan, Preliminary Community Park Master Plan, and PARTF grant application will be run concurrently, as appropriate.

- ▶ Park System Master Plan – Estimated 9 Months
  - Project Inventory & Analysis: Estimated 2 Months
  - Community Engagement & Needs Assessment: Estimated 2 Months
  - Draft Recommendations: Estimated 2 Months
  - Final Recommendations, Implementation & Final Documents: Estimated 3 Months

- ▶ Preliminary Community Park Phase I CIP Budget: 1 Month
- ▶ Preliminary Community Park Master Plan – Estimated 10 Months
  - Due Diligence/Site Analysis: Estimated 2 Months
  - Community Needs Assessment: Estimated 2 Months
  - Draft Master Plan/OPCC: Estimated 3 Months
  - Final Master Plan/OPCC: Estimated 2 Months
  - Adoption by City Council: Estimated 1 Month
- ▶ Funding and PARTF Grant Application: Estimated 2 Months

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness of reviews by Client and other relevant outside agencies;
- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be 10 Months.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in revisions to WithersRavenel fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor WithersRavenel have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

## C. Scope of Services

WithersRavenel shall provide the services identified under each task below as its “Basic Services” under the Agreement:

### Task 1. Inventory & Analysis

#### 1.1. Project Kickoff, Inventory, & Analysis

The Consultant will coordinate with all project team members to ensure that the scope, schedule, and data gaps are clear during the virtual project kick-off meeting. This will continue throughout the project process to maintain clear communication between all team members and the Client via bi-weekly project updates.

The Consultant will prepare a summary document outlining the City’s previous planning efforts, demographic trends, and other background considerations important to the planning efforts. The Client will provide the Consultant with a complete list of public and private parks/amenities with addresses, a count of all park facilities within the City (i.e. basketball courts, gymnasiums, miles of trail), and a list of all programs undertaken by the City and its partners including attendance/sign up counts, where available. The Client will provide the Consultant with all relevant site plans, master plans, renderings, and/or GIS data.

Using the information provided by the Client, the Consultant will physically evaluate the City’s park and recreation facilities using a variety of factors including conditions, accessibility, program/recreation elements, maintenance, and safety. The Consultant will evaluate the program offerings alongside demographics and community needs to provide a better understanding of the level of service these programs provide the community. The consultant will evaluate the park facility and acreage against national benchmarking standards for communities of similar size. These items will again be evaluated based on a future population projection for the City to understand how community needs may change over time. Additionally, the Consultant will develop a level-of-service map with service area boundaries for the existing facility. The map will depict geographic service gaps.

## 1.2. Community Park Site-Specific Evaluation

The Consultant will work with the Client to identify and gather all relevant data for the Community Park site. This includes available GIS data, ortho imagery, property information, prior plans, or studies, etc. Any gaps in data determined by the Consultant will be noted and provided to the Client prior to the project kick-off meeting.

The Consultant will visit the site as needed to document existing conditions. Documentation of existing conditions will include natural and cultural features that will influence the master plan recommendations.

The Consultant will work with City staff to develop preliminary Phase I Capital Improvement Plan line-item budgets for park improvements based on similar anticipated development costs.

### **Phase 1 Key Deliverables:**

- ▶ One (1) virtual kickoff meeting with two (2) Consultant staff members.
- ▶ Demographic analysis and previous planning efforts (Word & PDF).
- ▶ Park and Community Park site evaluations with two (2) Consultant staff members.
- ▶ Park Evaluation Summary (Word & Excel).
- ▶ Park Facility and Program Benchmarking Summary (Word & Excel).
- ▶ Park Level of Service map and summary (PDF & Word).
- ▶ Documentation of Community Park existing conditions and site analysis (Word & PDF).
- ▶ Documentation will be provided that meets PARTF application requirements (Word & PDF).
- ▶ Community Park Phase I preliminary Capital Improvement Plan line-item opinions of cost (Excel & PDF).

## Task 2. Community Engagement & Needs Assessment

### 2.1. Park System Master Plan

The Consultant will engage the community through in-person meetings, community surveys and by working with key stakeholders and community leaders. It is also recommended that a Steering Committee be formed and involved throughout the process.

The Consultant will host two (2) drop-in public workshops during the project. The first workshop will be to present existing conditions, demographics, and analysis results. At this meeting the community will be provided with the opportunity to express their recreation needs and aspirations. The second workshop will be to review and evaluate preliminary plan recommendations. The Client will select the venue for the workshops and will advertise the event via the City's website, and social media. Project information and surveys will be presented in both English and Spanish. During the workshops, the Consultant will attend with two (2) staff members dedicated to the Park System Master Plan materials and the Client will provide at least one (1) staff member. The Consultant will summarize the workshop results.

A community-wide survey will be conducted during the process and will be provided in English and Spanish. The consultant will use SurveyMonkey.com (or other similar survey platform) to solicit feedback from the Trinity community regarding existing park conditions and future needs. The Client will distribute the survey via City social media pages, the City website, and through in-person engagement during community events. The Consultant will summarize the survey results and will work with the Client to develop the overarching vision of the plan.

The Client will provide the Consultant with a list of up to six (6) specific stakeholders that will be interviewed as part of plan development. The Consultant will interview the stakeholders, through a mixture of email,

phone calls, and virtual interviews, and summarize those conversations for the Client. Stakeholders involved in the process include but is not limited to:

- ▶ Private recreation providers
- ▶ Trail representatives
- ▶ Representatives from Trinity High School and Braxten Craven Middle School
- ▶ Representatives from athletic leagues
- ▶ Randolph County Board of Education
- ▶ NC Department of Transportation

The Client will assemble a Project Steering Committee consisting of but not limited to local community leaders, elected officials, business owners, residents, and members of civic groups. The committee should be comprised of 6-8 members. The Consultant will host three (3) meetings (virtual, in-person, or combination of both) with the Steering Committee throughout the project to allow for the committee to review both plan materials, provide input regarding public engagement, and advise on the plan's vision and recommendations.

The Consultant will prepare a summary of community engagement efforts, the results of the efforts, and their impact on the overall direction of the Master Plan. A draft vision statement which includes project goals identified will be prepared by the consultant.

## **2.2. Community Park Master Plan Phase I**

Based on information and findings from Task 1 and preliminary stakeholder input provided as part of Task 2.1, the Consultant will develop two (2) conceptual park design alternatives and provide these plans for review during community engagement. Alternative concepts will locate site features, activity spaces, amenities, pedestrian circulation patterns, parking areas, landscape enhancements, and storm water management facilities if applicable. Concept programming will be based on information from the City, stakeholders and the community. Following each iteration of public feedback, the Consultant will work to develop and refine the proposed program for outdoor spaces, site features, and facilities.

The Consultant and Client will attend the two (2) project drop-in workshops identified in Task 2.1 to conduct a PARTF-compliant meeting exclusively related to the Park Master Plan Phase I design. During these meetings, the Consultant will share conceptual park design alternatives and solicit feedback. This component of the workshops must be advertised separately from the System Plan component of the workshops and separate PARTF documentation will be provided.

### ***Phase 2 Key Deliverables:***

- ▶ Virtual survey hosted via SurveyMonkey.com (or similar platform).
- ▶ Stakeholder interview summary (Word).
- ▶ System Master Plan: Draft vision and goals (Word)
- ▶ Two (2) public workshops with three (3) Consultant staff members. Two (2) members will attend the Park System Plan component of the workshops while one (1) staff member will attend the dedicated, PARTF-compliant Park Master Plan Phase I meeting.
- ▶ Up to eight (8) information or planning stations with boards or maps provided by the Consultant per workshop (PDF).
- ▶ Three (3) steering committee (virtual, in-person, or combination) meetings throughout the project.
- ▶ System Master Plan: Community engagement and needs assessment summary (Word).
- ▶ Park Master Plan Phase I: Two (2) conceptual park design alternatives (PDF).

- ▶ Park Master Plan Phase I: PARTF documentation of public meetings as required (Word & PDF).

***Phase 2 Consultant Responsibilities:***

- ▶ Draft and summarize virtual survey.
- ▶ Interview up to six (6) stakeholders (est. up to 1 hour each) and provide summary.
- ▶ Draft vision and goals
- ▶ Develop workshop boards and maps for Client review.
- ▶ Host public workshops, including specific considerations for the PARTF Compliant Public Meeting.
- ▶ Summarize public engagement results.

***Phase 2 Client Responsibilities:***

- ▶ Identify and select steering committee members for project.
- ▶ Provide direction and guidance in the development of vision and goals.
- ▶ PARTF Compliant Public Meeting: For PARTF application, the Client must advertise a public meeting exclusively for discussing the PARTF grant project and obtaining comments. The meeting must be widely advertised (newspapers ads, social media, community announcement, etc.) and documentation must be provided for the PARTF application. The minutes and comments must demonstrate that the public supports the project. Meeting minutes, including discussion of the project, who was present, and public comments must be provided to the Consultant preparing PARTF application.
- ▶ Advertise survey and public workshops.
- ▶ Coordinate and schedule public workshops.
- ▶ Attend public workshops with at least one (1) staff member.

## **Task 3. Recommendations, Implementation, & Final Documents**

### **3.1. Park System Master Plan**

Following engagement meetings, the Consultant will work with the Client to identify a vision and recommendation for the parks and recreation system. This will include a series of action items based on the goals and objectives defined in the vision. These action items will include recommended levels of park facilities and recreation program services, individual policy considerations, and project-specific recommendations in list format.

The Consultant will also work with the Client to establish recommendations for new and/or updates for City policies and ordinances to guide future park acquisition, facility development, land use and natural resource management. The Consultant will also work with the Client to prepare a phased approach for the project recommendations. The Consultant will provide opinions of probable cost for the phased recommendations and will develop a summary list of funding sources to assist with implementation.

The Consultant will consolidate all findings and recommendations from the previous tasks into a draft Master Plan Report document and submit to the Client for review. The Client will provide the Consultant with redline revisions.

The Consultant will incorporate any provided redlines and prepare a PowerPoint presentation for the City Council. The Consultant will then present the Master Plan document to the City Council. Following the City

Council adoption meeting, the Consultant will provide all final project materials electronically to the Client via the Consultant's FTP website.

### 3.2. Community Park Master Plan Phase I

Based on input from community, staff, and stakeholders the Consultant will prepare a single Draft Master Plan and opinion of probable costs. This plan will be presented to staff, the steering committee, and City leadership for review.

Consultant will prepare a Final Master Plan and opinion of probable costs based on input from staff, the steering committee, and City leadership.

The Consultant will incorporate any provided redlines and prepare a PowerPoint presentation for the City Council. The Consultant will then present the Park Master Plan Phase I design to the City Council. Following the City Council adoption meeting, the Consultant will provide all final project materials electronically to the Client via the Consultant's FTP website.

#### **Phase 3 Key Deliverables:**

- ▶ System Master Plan: Draft recommendations list (Word & Excel).
- ▶ System Master Plan: Draft phasing plan (Word).
- ▶ System Master Plan: Draft opinions of probable cost (Excel).
- ▶ System Master Plan: Draft funding sources list (Word & Excel).
- ▶ System Master Plan: Final Master Plan (Word & PDF).
- ▶ System Master Plan: Adoption presentation (PowerPoint & PDF).
- ▶ Park Master Plan Phase I: Draft 2D Final Illustrative Master Plan (PDF).
- ▶ Park Master Plan Phase I: Draft Final Opinion of Probable Construction Costs (Excel & PDF).
- ▶ Park Master Plan Phase I: Draft Phasing Plan (Word).
- ▶ Park Master Plan Phase I: Final Park Master Plan Phase I (PDF).
- ▶ Park Master Plan Phase I: Budget estimate formatted to meet PARTF application requirements (PDF).
- ▶ Finalized project files (Word, Excel, PDF, & Shapefiles, as required).

#### **Phase 3 Consultant Responsibilities:**

- ▶ Draft and Final recommendations, phasing, opinions of probable cost, and funding sources.
- ▶ Up to two (2) rounds of redlines revisions based on Client feedback.
- ▶ One (1) presentation to City Council.
- ▶ Provide Client with all finalized project materials upon project completion.

#### **Phase 3 Client Responsibilities:**

- ▶ Provide Consultant with up to two (2) rounds of plan redlines.

## Task 4. Funding & PARTF Application

Consultant will prepare an application for a Parks and Recreation Trust Fund grant in conjunction with the appointed project team, in accordance with the 2025 Parks and Recreation Trust Fund guidance. The

consultant will act as project manager for the application process and ensure that the scope of work and schedule are clear prior to the start of the application. Consultant will participate in funding agency application preparation training, general conference calls, coordination meetings, and review meetings with the Client during the application preparation process. Application and associated materials will be completed for review by the City by April 1, 2025, to allow sufficient time for City review, coordination, and submittal on or before May 1, 2025. This timeline is dependent on Task 3 being completed on time.

The PARTF application has numerous components, all of which are critical to preparing a competitive application and obtaining funding. The Consultant proposes to provide the following services with the Client's assistance:

- ▶ Assemble all materials necessary for the application as outlined in the agency's 2025 Parks and Recreation Trust Fund (PARTF) Grant Program guidance document (currently unreleased).
- ▶ Complete narrative, project purpose and justification, required forms, scoresheet, site vicinity map, site plan (Task 3) and organize documentation according to PARTF submittal guidance.
- ▶ Circulate information to the Client for review and approval.
- ▶ Provide Client with application documents that will need Council action and approval.
- ▶ Participate in any teleconferences needed with Agency and Client.
- ▶ Provide status reports and frequent communication relating to progress and outstanding items.
- ▶ Coordinate project materials with Design and Environmental Review Teams.

Submit the applications by the anticipated deadline of May 1, 2025 (PARTF), using the prescribed methods in the guidance.

Consultant will complete the required Environmental Review including a site visit to perform the wetland delineation and to take photos of the existing conditions/buildings for historical resources.

Consultant will coordinate review with the following agencies, as required:

- ▶ Wetlands: The Regulatory Division of the U.S. Army Corps of Engineers that can assist in identifying wetlands.
- ▶ Floodplains: flood.nc.gov which has the most recent Federal Emergency Management Agency (FEMA) floodplain data. The permitting process before construction of facilities will determine the applicable stormwater requirements for the project.
- ▶ Cultural Resources: North Carolina's State Historic Preservation Office which can assist in identifying historical and archaeological resources.

***Phase 4 Key Deliverables:***

- ▶ PARTF Application submitted to NC Parks, by the deadline in accord with submittal guidance, and an application copy will be provided to Client (electronic & PDF).
- ▶ Environmental Review Form and Supporting Environmental Documentation (PDF).

***Phase 4 Consultant Responsibilities:***

- ▶ Coordinate PARTF submittal requirements and ensure application accuracy.

***Phase 4 Client Responsibilities:***

- ▶ Client will provide documents that Consultant will utilize to prepare the application such as the adopted Master Plan and Documentation of Survey/Public Involvement supporting the Project.
- ▶ Client will organize and present Project to at least two (2) local groups and provide documentation, per guidance, to be used in the application. Client will provide agendas, presentations, and documentation of support for the Project to Consultant to use in the application.



## D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services. Those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid for by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

### Architectural Services

- ▶ Building design

### Landscape Architecture Services

- ▶ Landscape layout and design;
- ▶ Irrigation design;
- ▶ Hardscape design;
- ▶ Renderings;
- ▶ Public art design or commissioning;

### Documents/Drawings

- ▶ Schematic Drawings as typically defined in the architectural industry;
- ▶ Conceptual Drawings;
- ▶ Sketch Plans;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;
- ▶ Record (As-Built) Plans;
- ▶ Off-site Improvements

### Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ City or regulatory approvals;

### Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions;
- ▶ Neighborhood meetings;
- ▶ Attendance at formal regulatory meetings unless noted above;

### General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other agreements;
- ▶ Any other services not specifically listed within Section C.

## E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

### ▶ General:

- Provide representative for communications and decisions;
- Coordination and designation of a primary contact for other consultants engaged by the Client;
- Preferred media platforms for communications with the Client;
- Provide in writing, any information as to Client's requirements for design;
- Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;

- Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
  - Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
  - Attend City meetings as required/needed;
  - Provide access to property for Consultant and subconsultants;
  - Discussions/negotiations with adjacent landowners;
  - Acquire all off-site utility and/or construction easements required for this Project;
  - Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
  - All submittal, review, or permitting fees associated with the Project;
  - Any legal representation requiring an attorney at law.
- ▶ Project Specific:
- Identify Stakeholder groups;
  - Select members of Steering Committee
  - Designate benchmark systems based on discussion with Consultant;
  - Distribute meeting notices/invitations to stakeholders, community, and Steering Committee;
  - Promote the public meetings through the Client's marketing resources;
  - Provide and arrange meeting locations for all Project meetings;
  - Provide all criteria and full information as to the Client's requirements for the Project;
  - Assist the Consultant by providing all available information pertinent to the Project, including prior survey documents, deeds, reports, maps, old drawings, maintenance records, program participation records, and any other data relative to the Project;
  - Direct the Consultant to provide Additional Services as stipulated by this Agreement or other services as required.

## F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
<b>Task 1</b>	<b>Project Inventory &amp; Analysis</b>	<b>\$28,500.00</b>
1.1	Project Kickoff, Inventory, & Analysis	
1.2	City Center Park Site-Specific Evaluation	
<b>Task 2</b>	<b>Community Engagement &amp; Needs Assessment</b>	<b>\$31,000.00</b>
2.1	Park System Master Plan	
2.2	City Center Park Master Plan Phase I	
<b>Task 3</b>	<b>Recommendations, Implementation, &amp; Final Documents</b>	<b>\$29,000.00</b>
3.1	Park System Master Plan	
3.2	City Center Park Master Plan Phase I	
<b>Task 4</b>	<b>Funding &amp; PARTF Application</b>	<b>\$7,500.00</b>
<b>Expenses</b>		<b>\$1,000.00</b>
<b>Total</b>		<b>\$97,000.00</b>

Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for WithersRavenel personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

## G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Trinity. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel

ACCEPTED BY:

City of Trinity

  
\_\_\_\_\_  
April 19, 2024

Signature Date

Daniel Rauh, AICP

Name

Project Manager

Title

\_\_\_\_\_  
Signature Date

Mr. Stevie Cox

Name

City Manager

Title

  
\_\_\_\_\_  
April 19, 2024

Signature Date

Cindy Szwarczkop, AICP

Name

Practice Area Lead, Design + Planning

Title

Attachments:

Exhibit I- Standard Terms and Conditions Exhibit II-  
Fee & Expense Schedule

# Exhibit I

## Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

**1. Payment:**

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

**2. Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

**3. Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

**4. Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

**5. Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

**6. Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

**7. Change Orders:** CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

**8. Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

**9. Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**10. Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

**11. Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

**12. Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

**13. Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

**14. Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

**15. No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

**16. Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

**17. Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may:

(a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

**18. Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

**19. Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

**20. Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

**21. Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

**22. Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

**23. Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

**24. Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

**25. Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

**26. Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.

## Exhibit II

### Fee & Expense Schedule

Description	Rate
<b>Engineering &amp; Planning</b>	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
<b>Project Coordinators</b>	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&M Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&M Implementation Specialist	\$ 155
F&M Project Consultant I	\$ 125
F&M Project Consultant II	\$ 135
F&M Project Consultant III	\$ 140
F&M Project Consultant IV	\$ 145
F&M Senior Project Consultant I	\$ 155
F&M Senior Project Consultant II	\$ 160
F&M Project Manager	\$ 175
F&M Principal	\$ 270
F&M Director	\$ 245
F&M Staff Professional I	\$ 75
F&M Staff Professional II	\$ 120
F&M Staff Professional III	\$ 160
F&M Staff Professional IV	\$ 200
F&M Senior Project Manager	\$ 225
F&M Senior Technical Consultant	\$ 255
<b>Geomatics</b>	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
<b>Environmental</b>	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
<b>Administrative</b>	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
<b>Other</b>	
Expert Witness	\$ 400