

ENGINEERING SERVICES
Contract #: CON-2019-002
Original Date: January 24, 2019
Effective Date: January 24, 2019

STATE OF NORTH CAROLINA §

COUNTY OF GUILFORD §

This AGREEMENT is entered into by the Town of Summerfield, North Carolina, hereinafter called "Town" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: Town agrees to employ FNI; FNI agrees to perform professional services in connection with various Projects; Town agrees to pay to FNI compensation. Two types of on-call charges and work efforts are included as part of this master agreement as follows:
 - a. **On-Call Hourly Assistance** – engineering assistance and services initiated by the Town in writing that will be charged at an hourly rate. This type of on-call effort will be utilized where a scope of work is not defined or the Town requires short duration assistance.
 - b. **On-Call Task Authorization Assistance** - engineering assistance and services with a defined scope of work outlined in separate Task Authorizations. FNI will not begin services until a Task Authorization is agreed upon by FNI and the Town. An example of this Task Authorization is included as Schedule "A".

- II. **SCOPE OF SERVICES:** For On-Call Hourly Assistance the written documentation provided by the Town authorizing FNI for that activity will include the requested scope of services. For On-Call Task Authorization Assistance services, FNI shall provide professional services in connection with Projects as set forth in each Task Authorization. Specific Scope of Services for each project will be included in each Task Authorization.

- III. **COMPENSATION:** Town agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO – Compensation. For On-Call Hourly Assistance, Town agrees to pay FNI for professional services rendered under this AGREEMENT with the rates identified in Attachment CO. For On-Call Task Authorization Assistance, Town agrees to pay FNI for professional services rendered under this AGREEMENT with fees detailed in the individual Task Authorizations.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Town and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than Town and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of Town and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between Town and FNI and supersedes all prior written or oral understandings. This AGREEMENT is valid until terminated by either party with thirty (30) days prior written notice.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the _____ day of _____ 2018.

ATTEST:

TOWN OF SUMMERFIELD, NORTH CAROLINA
(TOWN)

By: _____

Scott Whitaker, Town Manager

ATTEST:

By: _____

Dee Hall, Finance Officer

ATTEST:

By: _____

William Hill, Town Attorney

ATTEST:

By: _____

Lance Heater, Town Clerk

ATTEST:

FREESE AND NICHOLS, INC.
(FNI)

By: _____

Charles Archer, Vice President/Principal

ARTICLE I

TIME OF COMPLETION: For On-Call Hourly Assistance, FNI agrees to complete services as mutually agreed upon in writing at the time of the request for services. For On-Call Task Authorization Assistance, FNI agrees to complete the services in accordance with the schedule established in each Task Authorization.

IF FNI's services are delayed or suspended in whole or in part by Town, or if FNI's services are extended by the Contractor's actions or inactions for more than 90 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation.

ARTICLE II

RESPONSIBILITIES OF THE TOWN: Town shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Town's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Town's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to Town's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Town will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Town deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Unless specified otherwise within a special project proposal/contract the Town shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. Town recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Town shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Town recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Town agrees to pay for Change Orders and otherwise to make no claim

directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Town would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Town.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

ARTICLE III

DESIGNATED REPRESENTATIVES: FNI and Town designate the following representatives:

Town's Designated Representative

Name: Scott Whitaker, Town Manager
Address: 4117 Oak Ridge Road
PO Box 970
Summerfield, NC 27358
Phone: 336-643-8655
Fax: 336-643-8654
E-mail: swhitaker@summerfieldnc.gov

FNI's Project Manager Name:

Bryan Dick, PE, PH
531 N. Liberty St.
Winston-Salem, NC 27101
Phone Office: 336-344-8172
Phone Mobile: 864-506-1465
Fax: 817-735-7492
E-mail: bryan.dick@freese.com



**SCHEDULE A
TASK AUTHORIZATION**

Client: Attn:	FNI Project No.: Phase/Task/Dept. No.: Date:	
This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on _____ and expires on _____.		
Project Description:		
Description of Services:		
Deliverables:		
Compensation shall be as follows:		
	Original Contract Amount	\$
Schedule shall be as follows:		

The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the Agreement for services which are not expressly amended shall remain in full force and effect.

- A contract modification will be submitted.
- This Task Authorization will serve as notice to proceed.

FREESE AND NICHOLS, INC.:

CLIENT:

BY: _____

BY: _____

Print or Type Name

Print or Type Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Town as used herein refers to the Town of Summerfield, North Carolina. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
- 2. **CHANGES:** Town, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY TOWN:** Town will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Town and Town agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Town, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Town to FNI that FNI may reasonably discover in its review and inspection thereof.

6. **INSURANCE:** FNI shall provide to Town certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000,000		\$3,000,000 Annual Aggregate

- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Town determines that any subcontractor for FNI is incompetent or undesirable, Town will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Town.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Town upon payment of FNI's fees for services. FNI may retain copies for record purposes. Town agrees such documents are not intended or represented to be suitable for reuse by Town or others. Any reuse by Town or by those who obtained said documents from Town without written verification or adaptation by FNI will be at Town's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Town shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Town, and FNI shall indemnify and hold harmless Town from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
- 9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pre-existing pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pre-existing pollutant during clean-up, transportation, storage or disposal activities. FNI shall not use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from

each Project site; and all of FNI's such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. FNI agrees to indemnify, defend, and hold harmless Town against any and all claims, losses, liabilities, damages, penalties, and expenses which Town may directly or indirectly sustain or suffer resulting from a breach of this section of the Master Agreement or as a consequence of any use, generation, manufacture, storage, disposal, or release caused by FNI. The provisions of this section of the Master Agreement, including the obligation to indemnify and defend, shall survive the termination of the Agreement.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Town against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Town, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Town designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to TOWN and in acceptance of the services as satisfactory by the TOWN. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If TOWN fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to TOWN, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** TOWN and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of TOWN and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither TOWN nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

COMPENSATION

FNI proposes to furnish our services as described herein for an hourly fee based on the below Schedule of Charges. FNI will get approval from the OWNER prior to initiating each task as described in the agreement.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	140
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	210
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	100
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

Bulk Printing and Reproduction

<u>Travel</u>	<u>B&W</u>	<u>Color</u>
Standard IRS Rates		
	Small Format (per copy)	\$0.10
	Large Format (per sq. ft.)	\$0.25
	Bond	\$0.25
	Glossy / Mylar	\$0.75
	Vinyl / Adhesive	\$1.50
	Mounting (per sq. ft.)	\$2.00
	Binding (per binding)	\$0.25

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually beginning February 2020.



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January 22, 2019

Mr. Scott Whitaker
 Town Manager
 4117 Oak Ridge Rd.
 Summerfield, NC 27358

Re: Parking Lot Redesign and Construction at Summerfield Community Park

Dear Mr. Whitaker:

In response to your request, we are pleased to submit this proposal for providing professional engineering services to the Town of Summerfield (Town) for the parking lot redesign and construction at Summerfield Community Park located between Centerfield Road and the Loop Trail.

A project description and detailed scope of work is provided below.

Currently, this parking lot contains two paved handicap accessible spots with the remainder of the lot being gravel and unmarked. It is the Town's desire to provide more structured and accessible parking for the visitors of Summerfield Community Park. This will include asphalt paving and parking space delineations to provide approximately ten (10) parking spaces including at least one (1) handicap space (meeting ADA requirements).

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the Project as follows:

Task 1 – Field Survey **FEE \$6,140**
 FNI will have Stewart complete this portion of the work. Stewart will provide topographic information in AutoCAD format for use during design.

Task 2 – Concept Level Plans and Cost Estimates **FEE \$7,500**
 FNI will develop two (2) concept plans for the configuration of the parking lot that will meet standards for design, drainage, and address grade requirements for accessibility. These plans will be presented to the Town along with preliminary cost estimates. This task will include one (1) meeting with the Town to discuss the preliminary concepts and costs.

These concepts plans will provide only preliminary configurations and high-level cost estimates.

After approval of a Concept Plan, FNI will progress to 30% level design and submit to the Town for review and comment. An updated cost estimate will be included with this submittal.

Task 3 – Design Development, Final Plans, Specifications and Bid Documents **FEE \$10,000**
 After approval of the 30% design, FNI will progress designs to 75% for submission to the Town. An updated cost estimate will be included with this submittal.

75% and final plans will include sheets for configuration, grading, storm drain, cross sections, erosion control, striping, and applicable standard details.

Final plans will be produced from the 75% set with any comments addressed. FNI will update the cost estimate with the Final Plan submittal.

FNI will prepare technical specifications with the Final Plans. Unless directed otherwise, FNI will use NCDOT Standard Specifications.

FNI will prepare bid documents for this project. Unless directed otherwise, FNI will use their standard "front end" documents.

It is anticipated the Town will be able to review the final plans and specifications as well as the bid documents without an additional meeting. A phone call is anticipated to discuss any final edits as well as the bidding process and schedule.

Task 4 – Bidding Assistance

FEE \$2,500

FNI will provide minimal assistance to the Town with advertising for a formal bid on this project. FNI will hold one (1) pre-bid meeting and issue an addendum.

The Town will open bids and provide scanned copies to FNI. FNI will then compile and certify a bid tabulation, recommend award and assist the Town with Award documents.

This task does not include assistance with recommendation of award to Town Council, nor does it include any services in the case of a re-advertisement.

Task 5 – Construction Oversight

FEE \$12,000

FNI will conduct one (1) pre-construction meeting with the selected contractor.

FNI will perform on-site construction observation for one (1) day per week for the duration of six (6) weeks. This will include weekly reports and the review of pay requests.

FNI will review, and approve as applicable, contractor RFI's and submittals as required by contract.

FNI will conduct one (1) punch-list inspection and one (1) final inspection of the project and provide close-out documentation to the Town.

EXCLUSIONS:

- Construction Staking
- Easement Mapping
- As-Built Surveys
- Geotechnical Engineering
- Structural Retaining Wall Design Greater than 48" in Height
- Any Plans/Sheets Not Listed Above

TIME OF COMPLETION

Upon authorization from the Town, FNI agrees to complete the services provided in this Scope of Work within two (2) months.



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January 22, 2019

Mr. Scott Whitaker
Town Manager
4117 Oak Ridge Rd.
Summerfield, NC 27358

Re: Sidewalk Connection from Pedestrian Tunnel Under US 220 to Summerfield Road

Dear Mr. Whitaker:

In response to your request, we are pleased to submit this proposal for providing professional engineering services to the Town of Summerfield (Town) for the Sidewalk Connection from the existing pedestrian tunnel under US 220 (Battleground Avenue) to Summerfield Road.

A project description and detailed scope of work is provided below.

An approximately 3.7-mile multi-use path is planned for construction through the Town of Summerfield as a connection to the Atlantic & Yakin Greenway and is partially funded by NCDOT. In preparation for that project, a pedestrian tunnel was installed under US 220 to avoid an at-grade crossing of pedestrians and cyclists. Prior to the construction of the new greenway, the Town wishes to construct an approximately 600-foot long, 5' wide sidewalk connection from the western opening of the tunnel to Summerfield Road to the north. The construction shall stay within the limits of the existing NCDOT right-of-way.

BASIC SERVICES: Freese and Nichols, Inc. (FNI) shall render the following professional services in connection with the Project as follows:

Task 1 – Field Survey **FEE \$5,610**
FNI will have Stewart complete this portion of the work. Stewart will provide topographic information in AutoCAD format for use during design. Stewart's survey limits will stay within the confines of NCDOT right-of-way.

Task 2 – Concept Level Plan (30%) and Cost Estimate **FEE \$4,390**
FNI will develop one (1) concept plan for the sidewalk location that will comply with NCDOT standards for design, drainage, and address grade requirements for accessibility. The plan will be presented to the Town along with a preliminary cost estimate. This task will include one (1) meeting with the Town to discuss the preliminary design and costs.

The concept plan will show preliminary plan, profile and cross-sections. Design alternatives to resolve any grading issues (such as retaining walls) will not be designed until discussed with the Town. If retaining walls are anticipated, they will be included in the cost estimate.

Task 3 – Design Development, Final Plans, Specifications and Bid Documents **FEE \$10,000**
After approval of the Concept Plan, FNI will progress designs to 75% for submission to the Town. An updated cost estimate will be included with this submittal. This task will include one (1) meeting with the Town.

75% and final plans will include sheets for alignment, grading, storm drain, cross sections, erosion control, and applicable standard details.

Final plans will be produced from the 75% set with any comments addressed. FNI will update the cost estimate with the Final Plan submittal.

FNI will prepare technical specifications with the Final Plans. Unless directed otherwise, FNI will use NCDOT Standard Specifications.

FNI will prepare bid documents for this project. Unless directed otherwise, FNI will use their standard "front end" documents.

It is anticipated the Town will be able to review the final plans and specifications as well as the bid documents without an additional meeting. A phone call is anticipated to discuss any final edits as well as the bidding process and schedule.

Task 4 – Bidding Assistance **FEE \$2,500**

FNI will attend one (1) pre-bid meeting and issue an addendum if necessary. FNI will consult with Town on recommendation for award.

This task does not include any services for advertising or meetings with Town Council, nor does it include any services in the case of a re-advertisement.

Task 5 – Construction Oversight **FEE \$8,000**

FNI will conduct one (1) pre-construction meeting with the selected contractor.

FNI will perform on-site construction observation for key milestones only. It is anticipated that FNI will visit the site no more than three (3) times in addition to visits for the punch-list and final inspections.

FNI will review, and approve as applicable, contractor RFI's and submittals as required by contract.

FNI will conduct one (1) punch-list inspection and one (1) final inspection of the project and provide close-out documentation to the Town.

EXCLUSIONS:

- NCDOT Coordination
- Town Council Meetings
- Construction Staking
- Easement Mapping
- As-Built Surveys
- Geotechnical Engineering
- Structural Retaining Wall Design Greater than 48" in Height
- Any Plans/Sheets Not Listed Above

TIME OF COMPLETION

Upon authorization from the Town, FNI agrees to complete the services provided in this Scope of Work within two (2) months.

SCOPE OF WORK & COST PROPOSAL



To: Scott Whitaker, Town Manager, Town of Summerfield
From: Richard Smith, McGill Associates
Date: January 24, 2019
RE: Finalization of Unified Development Ordinance

Projected Work Summary

McGill will assist the Town of Summerfield with the remaining steps of reviewing and finalizing the draft Unified Development Ordinance (UDO) that is presently under review. After completing the Comprehensive Plan in 2010, the Town began the process of drafting the UDO as a means to facilitate and regulate growth within the Town's jurisdictional area. The Town subsequently utilized the services of two consulting firms to assist with the UDO. In 2017, the Town appointed a UDO Review Committee to review the UDO document and make recommendations on an ordinance that was tailored to the Town of Summerfield. The Committee finalized their review in 2018 and forwarded their recommendations to the Town's Zoning Board.

The Zoning Board convened on the UDO draft in early 2018 and met regularly to review and make further changes to the ordinance until November 2018. Their efforts were stalled in late 2018 due to staffing changes and now the Town is ready to proceed with finalizing the UDO so that the Zoning Board can finalize their review and make recommendations, and ultimately the Town Council can review this document and consider it for final adoption as Town policy.

UDO Overview

The Zoning Board used a three-step process to review the ordinance article by article. The three steps were as follows:

Step 1: The Town's Planning Director identified article additions/alterations needed to make each individual article compatible with recommendations of the UDO work group. This draft was circulated to all Zoning Board members for review and evaluated in detail at subsequent meetings.

Step 2: The Zoning Board was then provided an updated copy of the article(s) tentatively approved at the previous meeting and individual changes were reviewed and modified if appropriate. The Zoning Board would then vote to move the article to step 3.

Step 3: The goal is that once all articles are completed through step 2, a final draft of the entire development ordinance will be prepared in a consistent format and presented to the Zoning Board for final review and to address and prepare final language to resolve all issues remaining from previous discussions. At the completion of this step, the Zoning Board will vote to accept the entire rewrite of the draft ordinance.

It is our understanding that of the eleven articles contained in the draft UDO, Articles 1, 2, 3, 4, 5, and 7 have completed Step 2. For article 6, subsections A, B, D, E, J and L have completed Step 2. Articles 6 & 7 are the largest sections of the document. All of article 7 is complete through step 2 and most of Article 6 has been completed through step 2.

Based on the previous schedule of the Zoning Board's review process, it will take the Zoning Board six meetings to complete the remaining portions of the UDO in order to recommend their draft for consideration by the Town Council. Town Council will need at least two meetings to finalize the document as policy; one of those meetings would ideally be a work session type meeting in order to consider the draft presented to them as a result of the review by the UDO Committee and the Zoning Board.

It is our understanding that all other Town Committees have provided input on the pending UDO document.

SCOPE OF SERVICES

Unified Development Ordinance Finalization Scope of Work

1. Zoning Board Review Workshops (continue).

McGill will meet two consecutive months with the Zoning Board to review the remaining articles and receive input from the Zoning Board. Town Council members will be encouraged to attend or provide a liaison to report back to Town Council.

Action Items:

- Review remaining draft UDO articles with the Zoning Board

Time Frame:

- Two Months

2. Prepare Final Draft of UDO.

McGill will prepare a final draft of the UDO based on Zoning Board comments from the review workshops. This final draft will be reviewed by the Zoning Board.

Action Items:

- Prepare Final Draft of UDO
- Review Final Draft of UDO with Zoning Board

Time Frame:

- One Month

3. Adoption Process for UDO

McGill will finalize the UDO and formally present it to the Zoning Board for its consideration. The Town Council will review the document at one meeting and hold a public hearing on the UDO at a subsequent meeting. Following its review and consideration, the Town Council may adopt the UDO or, based on citizen input, may request further modifications. Once adopted, the Town will receive digital copies of the UDO and all supporting documents for reproduction and distribution and display on the Town's website.