
Professional Service Agreement Addendum # 2 between Woolpert North Carolina, PLLC and Town of Indian Trail, North Carolina

Section 1. General

THIS ADDENDUM, made and entered into this ____ day of _____, 2013, by and between Woolpert North Carolina, PLLC, whose address is 8731 Red Oak Boulevard, Suite 101, Charlotte, NC 28217-3975 (hereinafter referred to as “Woolpert”) and the “Client” identified herein, provides for Additional Services under the Professional Service Agreement dated May 26, 2013, such Additional Services described under Section 2 of this Addendum.

- Client: Town of Indian Trail, NC
- Project Number: #072537
- Project Title: Community Park Improvements Design, or the “Project”
- Addendum Title: Task Order No. 2- Community Park Design Services

Section 2. General Description of Additional Professional Services

Additional Services to be provided by Woolpert are identified below and, if attached, are more fully described in Attachment A to this Addendum, which is incorporated by this reference:

- Community Park and Oakwood Lane Waterline Construction Documents, Bidding and Construction Administration Services

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Additional Services shall be as follows:

- In accordance with Attachment B to this Addendum, which is incorporated by this reference

Section 4. Schedule for Additional Services

- In accordance with Attachment B to this Addendum, which is incorporated by this reference

Woolpert will commence Additional Services upon receipt of a fully executed copy of this Addendum.

Section 5. Terms and Conditions

The following revised terms and conditions, replaces the Professional Service Agreement terms and conditions dated May 26, 2013.

5.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of the project. If services are disrupted or delayed for reasons beyond Woolpert's control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be renegotiated accordingly.

5.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt.

The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its services or terminate its agreement on any other project with the Client or an entity affiliated, related or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue.

5.3 Expert Witness Services: It is understood and agreed that Woolpert's services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the Client and Woolpert describing the services desired and providing a basis for compensation to Woolpert.

5.4 Opinion of Probable Construction Cost/Cost Estimates: The Client hereby acknowledges that Woolpert cannot warrant that opinions or estimates of probable construction or operating costs provided by Woolpert will not vary from actual costs incurred by the Client.

5.5 Limit of Liability: The limit of liability of Woolpert to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement.

5.6 Construction Phase: Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor's or subcontractors' failure to carry out the work in accordance with the Contract Documents or for their failure to comply with applicable laws, ordinances, rules, or

regulations. Woolpert will not have any direct contractual relationship with the contractor, any subcontractors or material suppliers. Woolpert may, under a separate subcontract with the contractor, provide survey services. Woolpert shall not be bound by any term or obligation contained in any "General Condition" or other construction bidding documents unless expressly consented to by Woolpert in writing.

5.7 Insurance: Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

5.8 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert, however, does reserve the right to subcontract any portion of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client. Client recognizes that the Woolpert relies upon data, performance criteria/specifications and the recommendations of third party vendors' with respect to products, equipment and/or systems that are specified in a design, utilized in a process or otherwise approved by Woolpert in the course of a project. Client agrees that Woolpert will not be financially responsible for the failure of such products, equipment and/or systems.

5.9 Suspension, Termination, Cancellation, or Abandonment: In the event the Project identified in this Agreement is suspended, canceled, or abandoned by the Client thereby suspending, delaying, or terminating the services called for herein, Woolpert shall be given 15 days' prior written notice of such action and shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. If the Client delays or suspends Woolpert's services for more than 90 days, then Woolpert may terminate this Agreement upon giving seven days' written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Pursuant to Section 5 of this Agreement, Woolpert shall not be obligated to commence services until this Agreement is fully executed. If the Client fails to execute this Agreement within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the services.

5.10 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees. The Client agrees that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

5.11 Standard of Care: Woolpert agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. **Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional Services.**

5.12 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

5.13 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

5.14 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information, including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil tests, surveys, and plans. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly and provide direction as necessary. If the Client at any time becomes aware of any defect in the work or services provided, Client shall give notice of such defect. The Client shall, within 14 days of notice of any defect in work or service, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein. The Client shall provide access to the project site. The Client shall be responsible for payment of any governmental or other similar fees associated with permits or plan review.

5.15 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

5.16 Ownership/Reuse of Documents: All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by Woolpert pursuant to this Agreement are instruments of service, and Woolpert shall retain all ownership and property interests therein whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the project by the Client; however, such documents are not intended or represented to be suitable for reuse by the Client. Any reuse will be at the Client's sole risk unless Woolpert, for compensation to be agreed upon, reviews and adapts such documents. The Client shall indemnify and hold Woolpert, its officers, partners, employees, agents, and lower-tier consultants harmless from all claims, damages, losses, and expenses including reasonable attorneys' fees and costs of defense arising out of or resulting from this Paragraph 6.16 or Paragraph 6.17.

5.17 Electronic/CADD Documents: Woolpert shall not be required to provide or deliver electronic or computer-aided design and drafting (CADD) files, unless specifically required by the Scope of Services described in Section 3 or Attachment A of this Agreement. Any electronic or CADD file that is delivered shall be considered a "convenience" to the Client

and in the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. **Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.** If electronic or CADD files are provided or delivered, such files shall be developed based on Woolpert's standard formatting, layering, drafting and design practice, unless specifically directed otherwise by the Client prior to execution of this Agreement. The Client shall not make or permit to be made any copies or any modification to electronic media, plans, and specifications without the prior written authorization of Woolpert. Woolpert shall not be liable in the event that erroneous information is supplied by the Client or a third party, and Woolpert subsequently relies upon and incorporates that information into an electronic file, plans, specifications, or other documents.

5.18 Addendums/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and Woolpert shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed Addendum.

5.19 Environmental Hazards: Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site. In the event Woolpert's services as identified in this Agreement include an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve Woolpert of its contractual obligation to, in accordance with the standard of care identified herein, conduct research and/or study to "discover" such materials in connection with such services.

5.20 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by the Client shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services
- Attachment B: Compensation

IN WITNESS WHEREOF, this Addendum, which is subject to the terms and conditions of Sections 1 through 4, Attachment(s), and the aforementioned Agreement, is accepted as of the date first written above.

Town of Indian Trail, NC

Woolpert North Carolina, PLLC

Signed: _____

Signed: _____

Typed Name: Joseph A. Fivas

Typed Name: Kenneth L. Bullock, RLA, ASLA

Title: Town Administrator

Title: Vice President

Date: _____

Date: _____

Address: 100 Navajo Trail
Indian Trail, NC 28079

Address: 8731 Red Oak Blvd. Suite 101
Charlotte, NC 28217

ATTACHMENT A: SCOPE OF SERVICES

Woolpert Contact

Andrew R. Pack, RLA, ASLA
Project Director, Park Planner
Direct Line (704) 526-3102

Katie Thayer, RLA, ASLA
Landscape Architect
Direct Line (704) 526-3118

Services to Include:

General

The following scope of services includes the work as required for the continuation of design development, construction documents, bidding and construction administration / observation services for the development of Phases 1A and 1B of Crooked Creek at Indian Trail located in Indian Trail, NC. The Woolpert Team will work closely with representatives of Indian Trail (Client) during the planning and construction of this project.

Phase 1A (Waterline) consists of the construction of an 8-inch waterline running down Oakwood Lane, connecting the park property to a 16-inch main along Sardis Church Road. Project 1B (Park) consists of an entry feature, roadways, two (2) stream crossings, four (4) ballfields, two (2) batting cages, one restroom/concession/ scorer's tower, one shelter (with restroom and storage), two parking lots (one gravel/ grass and one permanent), an explorer playground, a dog park, multi-use trails, a temporary, pre-engineered maintenance shed, fencing and gateways.

In addition to basic design services, Woolpert will assist with preparing a boring location map and coordinating with Terracon Consultants, Inc. on sub-surface investigation for geotechnical services on preparing borings for the proposed improvements for the Phase 1B project site.

Woolpert will utilize the Towns' existing Alta/ACSM Land Title Survey as prepared by Lawrence Associates, as well as GIS layers for topography, and wetland survey provided by CWS. This base map for the project will be supplemented with additional surveyed field data by Woolpert's in-house survey crew.

Through a previous contract (addendum no. 1), Phase 1A and 1B of the park project have been taken through the programming and site schematics. Below is the remaining tasks that describes the progression of construction documents, bidding and construction observation services through construction completion of the project (Tasks 2 to 6). Additional Services have also been identified for the project if the Town desires additional work during the design process or at a later date.

I. CONSTRUCTION DOCUMENTS

Task 1 - Project Start-Up Meeting, Programming & Site Schematics – COMPLETED TASK

Task 1 was completed as part of addendum no. 1 to the contract. This task included design meetings with Town Representatives, a tour of local parks (programming), and an evaluation of the park Master Plan against base mapping information (schematic design). In addition, a schematic design presentation was made before Town Council on March 12, 2013 sharing the design intent of the first phases of the park project. Town Council gave the direction to proceed forward the next phases of design. The following describes the next steps of the progression of Woolpert's design services for the project.

Task 2 - Project Meeting, Project Due Diligence/ Other Misc. Services

A. Project Meeting:

Woolpert will meet with Town Representatives to outline the current schedule, permitting item, programming and probable construction costs.

B. Building Geotechnical Sub-surface Investigation:

Terracon Consultants, Inc. will provide Woolpert geotechnical subsurface exploration services to evaluate the general soil conditions for the proposed restroom/concession/scorer's tower (2 borings to depths of 20 feet) and the playground shelter (2 borings to depths of 15 feet), parking areas (10 feet depth) and two (2) borings in the drive areas to depths of 5 feet each, and one boring in the area of the cut slopes (20' depth) as a sub-consultant to Woolpert's contract with the Town. This exploration is to determine the existing conditions with regard to the design and construction of the foundation system for the proposed buildings, and any special requirements for the design of the foundations, undercutting, etc as it is related to the soils. Three (3) memorandum soils reports will be provided to the Town. A budget allowance of \$7,500 has been established for this project. This fee includes mobilization of a drill rig, and soil test borings with standard split spoon sampling in locations where the drilling rig can obtain access without difficulty. Laboratory testing on select samples to determine engineering and construction properties of the soils will be performed (moisture content, classification). The memorandum soils report will include a summary of the exploration and laboratory findings and preliminary recommendations for building foundations based on the data obtained. Additional geotechnical services if needed will be summarized and provided within the memorandum.

C. Additional Supplementary Surveying / Tree Inventory/ Floodway and Sanitary Sewer Surveying:

Lawrence Associates provided the Town with an Alta/ACSM Land Title Survey for the entire park, and CWS provided the Town with an updated wetland survey. Woolpert's in-house surveying crew will provide additional surveying along existing stream corridors and proposed utility corridors, in addition to utility data at existing sanitary sewer manholes. This information will be incorporated with the existing survey data as noted above in conjunction with Union County's GIS digital mapping for the base mapping for the preparation of the construction documents.

William Smith, Union County Urban Forester, will walk the park site and provide a tree inventory focused on the classification of the variety of tree communities present. He will then provide a detailed tree survey (sampling areas) of two perimeter areas that fall within Town buffer requirements (along north property line). Mr. Smith will work as an advisor/consultant/field assistant under the NC Cooperative Extension Center 's contract to the Town.

In addition to collecting tree location/ data at the sampling areas, Woolpert's survey crews will surveyed for heritage trees (trees 12-inches or greater measured 4.5-feet above grade) at the entrance of the park, the playground and dog park areas.

D. Wetlands Permitting

CWS will provide Woolpert wetlands permitting services for the potential two (2) stream crossings and the sanitary sewer stream/wetland/floodway crossing. Based on this current approach and per the current conceptual plans, it appears that the project will result in unavoidable impacts to less than ½ acre of jurisdictional wetlands and less then 300 linear feet of jurisdictional waters of the U.S. Therefore, the preparation of a Section 404 Nationwide Permit application pursuant to a Nationwide Permit No. 42 (Recreational facilities) will be required. Woolpert' subconsultant, CWS will prepare and submit a Pre-Construction Notification Application (PCN) pursuant to Nationwide Permit (NWP) No. 42 as required by the US Army Corps of Engineers (USACE) and North Carolina Division of Water Quality (NCDWQ). This permit will include a discussion of the purpose and need for the project, avoidance and minimization of jurisdictional waters impacts, cultural resources, protected species, impacts to jurisdictional waters resulting from the project, and compensatory mitigation requirements.

Typically, projects impacting less than 300 linear feet of stream channel and/or less than ½ acre of wetlands qualify for these types of permits. However, the USACE reserves the right to elevate any permit application to an Individual Permit. Please note should the project be elevated to require an Individual Permit, additional costs will be incurred. In this case, CWS will provide Woolpert with a scope and cost estimate as an addendum to this proposal. If impacts to jurisdictional waters exceed 150 linear feet of stream channel (intermittent or perennial) and/or 0.1 acre of wetlands, then compensatory mitigation will likely be required. If mitigation is required, CWS will provide Woolpert with a scope and cost estimate to develop a mitigation plan for the project. It is the intent to be below these thresholds.

E. "No Rise" Flood Study

Woolpert will provide a flood study to meet Town of Indian Trail requirements to show park development will not raise the level of the flood plain.

Woolpert will perform a hydraulic analysis / "no rise" review for the proposed fill impact of the baseball field grading within the South Fork Crooked Creek floodplain to attempt to meet FEMA's and the Town's "no rise" criteria. Woolpert will utilize the Town's existing HEC-RAS Model for this study. No CLOMR is anticipated at this time and is not part of the current scope of services.

Deliverables for Task 2:

- Critical Path Schedule
- Geotechnical Memorandum (3) copies
- Updated Base Map (supplemented with new field survey data)
- Tree Inventory (+/- 4 ac)
- Flood Study

Task 3 – Design Development Construction Documents (Both Phase 1A & 1B)

- A. Based on the approval of schematic design plans prepared in Task 1 above, Woolpert shall prepare, for approval by the Town, the design development documents consisting of drawings, product descriptions (cut sheets), outline specifications, and other documents to fix and describe the size and character of the proposed improvements for Phase 1A and Phase 1B for two bid packages as described below:

Architectural:

Based upon the findings from Task 1, Woolpert shall prepare a layout floor plan for the following buildings:

- Restroom/Concession/Scorer's Tower
- Shelter (specify a pre-engineered bldg./ turnkey by GC)
- Maintenance Shed (specify a pre-engineered bldg./ turnkey by GC)

Woolpert will prepare no color renderings or computer models for the buildings unless approved by the Town as additional services. The elevations will indicate materials, and the building plans and elevations will be drawn at the appropriate scale. Building drawings will include diagrammatic layout of the electrical, mechanical, plumbing, structural and concession components. Woolpert will provide cut sheets of major components, a door schedule, finish schedule, fixture schedule and accessory's schedules. Both the floor plans and elevations shall be drawn in AutoCAD at the appropriate scales.

Site / Civil:

Based on the approval of planning documents prepared in Task 1 above, Woolpert shall prepare design development plans showing the existing site conditions/demolition, layout of the proposed facilities including the general layout plan, preliminary grading/ storm drainage plan, landscape plan, utility plan, and site enlargements of the playground and the ballfield plaza. In addition, site details will accompany the site plans to describe the character of the proposed development.

Site Utilities:

Water: Water utilities for Phase 1A consist of the construction an 8-inch waterline along Oakwood Lane into the park project, tying into the existing 8-inch Union County water main along Sardis Church Road. For Phase 1B a 6-inch waterline will form a "T" off the 8-inch Phase 1A waterline, with a blow-off assembly at the west side and a meter along the east side where the 6-inch line is tapped by a 2-inch line to service the shelter and restroom/concession/scorer's tower structures. Irrigation will tap into the 6-inch waterline as well.

Sewer: Gravity sanitary sewer will be connected and tapped into one of the existing manholes behind the park site during Phase 1B, public sanitary sewer outfall on the site.

Electrical: Sports lighting for the four (4) new ballfields will be designed. Low voltage PA system is to be specified for the restroom/concession/scorer's tower. Woolpert will coordinate

with the local power company for the distribution service. Woolpert's Electrical Engineer will design sports lighting for the outfield in the base bid. In addition, parking lot lighting, key pedestrian lighting and scoreboards electrical and specifications to be included as part of the design scope of services.

- B. Woolpert will prepare an updated Opinion of Probable Construction Cost associated with the proposed design development documents. At this point, add alternates will be identified and/or re-defined.
- C. Woolpert will schedule one progress meeting with the Town to review the design development documents. Woolpert prior to this meeting will provide three (3) sets of design development documents to the Town for review prior to the meeting.
- D. Within one week of completion of the progress meeting the Town shall provide to Woolpert a written statement of their comments and possible revisions to be made by Woolpert. Woolpert will address the review comments of the Town and make the necessary revisions to the design development documents before moving on to the final construction document phase of the project.

Deliverables for Task 3:

- Design Development Drawings (3 set of drawings)
- Outline Specifications / product cut sheets (3 sets)
- Opinion of Estimated Construction Cost
- Progress Meeting Minutes

Task 4 –Final Construction Documents & Permitting (Both Phase 1A & 1B)

- A. Based on the approved design development documents authorized by the Town, Woolpert shall prepare, for approval by the Town, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the park project.
- B. The construction sheets will be drawn at the appropriate scales. The documents may include the following drawings (types) for phase 1A (Waterline):
 - Title Sheet
 - Existing Topographic Base Map
 - Demolition Plan
 - Overall Site Plan
 - Site Waterline Plan and Profile
 - Associated Details
- C. The construction sheets will be drawn at the appropriate scales. The documents may include the following drawings (types) for phase 1B (Park):
 - Title Sheet
 - Architectural Code Data sheet
 - Existing Topographic Base Map
 - Site Demolition Plan
 - Overall Site Plan

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- Site Layout Plans
 - Grading and Erosion Control Plans
 - Site Utilities Plans (*water/sewer, sports electrical*)
 - Landscape Planting and Irrigation Plans
 - Any Enlargement Site Layout Plans (*buildings, playground, entries, etc.*)
 - Other Site Construction Design Details or other elements as may be appropriate based upon the scope of services.
 - Floor Plans (*Restroom/Concession/Scorer's Tower, Shelter and Pre-Engineered Maint. Shed*)
 - Associated Elevation / Section Plans
 - Finish Schedules
 - Building Details
 - Structural Plans
 - Mechanical Plans
 - Plumbing Plans
 - Electrical Plans
 - Other Building Construction Design Details or other elements as may be appropriate based upon the scope of services.

Woolpert shall be diligent in apprising themselves of local, state, and federal codes, which may pertain to this project. Woolpert will assist and / or file the associated permits and required documents for the approval of governmental authorities having jurisdiction over the project. Town of Indian Trail Planning Dept. routes plans to appropriate agencies for review (ex: NCDOT, Union County Public Works, US Army Corps of Engineers, etc.) Woolpert will prepare a list of required permits /documentation for the project for both Phase 1A and Phase 1B. This list will outline which party (Town/ County/ Woolpert) will submit as the applicant.

Unknown permits not listed above which may emerge during the design process will be prepared as Additional Services. Any and all associated building/ site permit fees for the project are to be paid by the Town.

- D. Primary electrical distribution system will be designed by Woolpert for electrical components for the restroom/concession/scorer's tower, the shelter, parking lots, key pedestrian corridors and distribution of electrical services to the sports lights from new service (*not provided by the local utility company*) installed by the Contractor, and coordinated with the local utility company. Woolpert will coordinate location on site plans and coordinate project information and permitting with local utility company.
- E. Woolpert shall keep the Town informed of any changes in requirements or in construction materials, systems or equipment as the drawings and specifications are being developed.
- F. Woolpert shall also prepare the project manual setting forth in detail the requirements for the construction of the project. The project manual shall include the necessary bidding information, bidding forms, bonding information for proposals, add alternates, contract and maintenance bond, technical specifications and the conditions of the contract as required by the Town.
- G. Based upon final construction documents, Woolpert shall update the previous Opinions of Probable Construction Costs. Woolpert has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding, or market conditions. The Woolpert Team's Opinions of Probable Construction Cost provided are made on the basis of experience and qualifications and represent a best judgment as experienced and qualified professionals familiar with the construction industry; but Woolpert cannot

and does not guarantee that proposals, bids, or actual project construction cost will not vary from Opinions of Probable Cost prepared by them.

- H. At two intervals appropriate to the progress of the construction document phase, Woolpert will forward plans to the Town for review. These two intervals are the preliminary stage (50%) and final stage (100%). At each review Woolpert shall submit three (3) sets of plans, cost estimates, and specifications. Upon completion of each review session, the Town shall provide to Woolpert within one week a written statement of their comments along with a redlined set of drawings and specifications. A meeting will be scheduled for Woolpert to review with the Town the progress of the drawings.
- I. Woolpert will address the Town review comments until they are in satisfactory agreement with the construction documents prior to bidding.

Deliverables for Task 4:

- 50% Preliminary Construction Drawings (3 sets)
- 100% Final Construction Drawings (3 sets)
- Project Manual
- Final Opinion of Estimated Construction Cost
- Meeting Minutes (project meetings at 50% and 100%)

Task 5 –Bidding Assistance (Both Phase 1A & 1B)

Woolpert will prepare two (2) separate bid packages for the project. The first bid package , Phase 1A, includes the bid package for the waterline on Oakwood Lane. Woolpert will coordinate with Lawrence Associates in obtaining and complying their Oakwood Road improvement project drawings with Woolpert's. Lawrence Associates is responsible for site/civil drawings / specifications for the proposed hardscape/ roadway improvements whereas Woolpert is responsible for the waterline extension drawings /specifications. The second bid package is for Phase 1B. This is the bid package for the park.

- A. Woolpert, following the Town's approval of the construction documents and the latest Opinion of Construction Cost, shall assist the Town in obtaining bids and determining the correct contractor for the award of the park project. The Town shall be responsible for advertising the project for bid.
- B. GC Pre-Qualification Assistance: Woolpert shall assist and provide services on bidding pre-qualifications for general contractors for this project. The consultant will provide a site plan and floor plan and typical elevation for the buildings to show the intent of the programing and scope of the project. The Consultant shall prepare the bid advertisement and submit to the Town for publication. The consultant to coordinate with the Town on an evaluation format/form to evaluate the qualifications received and selected to bid the project.
- C. Woolpert will use it's FTP site to place/ post the plans/specifications and any addendums for use and access by vendors and bidding contractors during the bidding phase on the projects.
- D. Woolpert will be available during the bidding period to interpret or provide clarification of the drawings and specifications to the bidders. Clarifications will be documented in writing with copies sent to the bidder and to the Town.
- E. Woolpert shall assist the Town in conducting a pre-bid meeting with the bidders to clarify the requirements for this project.

- F. Woolpert shall attend the bid opening on behalf of the Town and will review all bids received. Woolpert will also prepare and provide a bid tabulation of the bids received.
- G. Woolpert will review each bid in terms of the proposal, proposal price sheets, bid guaranty bond, experience statement, and affidavits and will make a written evaluation of the bids received to the Town.

Deliverables for Task 5:

- Bid Addendum's
- Bid Tabulation for both Phase 1A & 1B
- Written Evaluation of the bids

Final Deliverables:

- Reproducible copies of Final Bidding Construction Documents
- Original specifications or product "cut sheets"
- CD of digital file relating to the project. (AutoCAD drawings in Release 2013 or latest release, cost estimates in Microsoft-Excel and/or Microsoft-Word)

Task 6a – Periodic Construction Contract Administration/ Observation Phase for Phase 1B (Park)

A. The Periodic Construction Contract Administration / Observation Phase will commence with the Award of Construction Contracts and will terminate after the final Certificate for Payment is approved by the Town for the phase 1B (. The period of periodic construction administration by Woolpert will cover 365 calendar days (12 months) from the notice to proceed for the contractor. Woolpert shall, at all times, have access to the work whenever it is in preparation or progress. It is understood that Woolpert will have a representative in the field during construction at periodic times which includes, not to exceed, 28 site visits. Any additional site visits beyond the 23 site visits shall be considered as additional service, and will require a written authorization prior to the visit. Woolpert shall administer site visits every two weeks, and monthly construction progress meetings with the Town and contractor, and distribute meeting minutes to all participants. Woolpert shall have the appropriate designer or representatives at the monthly meetings. This phase of the project will be managed by Woolpert's construction administrator that will observe the construction and inspect the project for workmanship and accuracy with the project manual and construction documents. The monthly meetings will have the appropriate designers present to review progress of construction. Woolpert has budgeted the following for this project for 365-calendar day's construction period:

- Site Visits /Meetings
 - Pre-construction Meeting 1 Visit
 - Site Meetings (*every two weeks*)..... 24 Visits
 - Punch list Meeting 1 Visit
 - Substantial Completion Meeting 1 Visit
 - One -Year Warranty Meeting 1 Visit
- Total Site Visits /Meetings **28 Visits**

B. Woolpert, as the representative of the Town during the construction phase, shall advise and consult through the Town's instructions to the contractor; Woolpert shall have the authority to act on behalf

of the Town to the extent authorized by the Town. Woolpert shall have access to the work whenever it is in preparation or progress. It is understood that Woolpert will have a representative in the field during construction at periodic times.

- C. Woolpert shall issue separate appropriate letter(s) of Notice to Proceed to each prime contractor, which shall fix and definitely establish the beginning date of Time of Performance for each prime contract, and the required completion date. Copies of each such letter issued by Woolpert shall be furnished to the Town.
- D. Woolpert shall arrange for, give written notice to the appropriate parties as to time and place, and conduct a pre-construction conference for the construction contract on an agenda approved by the Town.
- E. Woolpert shall evaluate and approve the prime contractor's work schedule. Woolpert shall establish and conduct a schedule of meetings as work progresses with the prime contractor's representatives and representatives of the Town. Such meetings will be coordinated with scheduled site visits and will be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work and taking such remedial actions as are necessary to assure the required progress and completion within the contract time. Woolpert shall submit to the Town a report of each meeting.
- F. Woolpert shall require the sub-consultants participating in the design of the project to provide liaison and observation services with respect to their portion of the design.
- G. Woolpert shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. Woolpert shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work for the contractors and/or subcontractors.
- H. Based on Woolpert's observations at the site, and an evaluation of the Project Application for Payment, Woolpert shall determine the amounts owing to the contractors and shall issue a Project Certificate for Payment in such amounts, as provided in the contract documents.
- I. The issuance of a Project Certificate for Payment shall constitute a representation by Woolpert to the Town that, based on Woolpert's observations at the site and on the data comprising the Project Application for Payment, work has progressed to the point indicated; that, to the best of Woolpert's knowledge, information and belief, the quality of work is in accordance with the contract documents subject to an evaluation of work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the Project Certificate for Payment; and that the contractors are entitled to payment in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that Woolpert has made any examination to ascertain how or for what purpose the contractors have used the monies paid on account of the contract SUMS.
- J. Woolpert shall receive contractors' submittals such as shop drawings, product data, and samples and shall review and approve or take other appropriate action upon them, but only for conformance with the design concept for the project and with the information given in the contract documents. Such

action shall be taken with reasonable promptness so as to cause no delay. Woolpert's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- K. Woolpert shall receive and forward to the Town for their review, written warranties, certificates of occupancy and related documents assembled by the contractors.
- L. The extent of the duties, responsibilities, and limitations of authority of Woolpert as a representative of the Town during construction shall not be modified or extended without the written consent of the Town and Woolpert, which consent shall not be unreasonably withheld.
- M. Woolpert shall schedule and conduct a final inspection of the project, coordinating the date for such inspection with the prime contractor and Town.
- N. Woolpert and the contractor's personnel shall conduct an on-site run-through of the operations and maintenance of the completed project with the appropriate Town personnel.
- O. Woolpert shall provide a CD of the electronic scanned files showing only significant changes in the work made during the construction process based on marked-up prints, drawings, and other data furnished by the contractor and the Town representative in the field for both phase 1A (Waterline) and 1B (Park). Woolpert will also make these corrections in the AutoCAD files, and create as-builts for the Town. Woolpert has estimated three- eight hour days for this task.

Task 6b – Periodic Construction Contract Administration/ Observation Phase for Phase IA (Waterline)

Woolpert will act as the client's representative on the Oakwood Lane improvement project. Woolpert will also coordinate with Lawrence Associates on their CA oversight for their portion of the Oakwood Road improvement project. Lawrence Associates is responsible for site/civil drawings / specifications for the proposed hardscape/ roadway improvements whereas Woolpert is responsible for the waterline extension drawings / specifications.

- A. Scope components listed above in task 6A, items B through N apply to contract administration and observation for the waterline project for Oakwood Lane.
- B. The Periodic Construction Contract Administration / Observation Phase will commence with the Award of Construction Contracts and will terminate after the final Certificate for Payment is approved by the Town for the phase 1B (. The period of periodic construction administration by Woolpert will cover 45 calendar days (1.5 months) from the notice to proceed for the contractor. Woolpert shall, at all times, have access to the work whenever it is in preparation or progress. It is understood that Woolpert will have a representative in the field during construction at periodic times which includes, not to exceed, 7 site visits. Any additional site visits beyond the 7 site visits shall be considered as additional service, and will require a written authorization prior to the visit. Woolpert shall administer site visits every two weeks, and monthly construction progress meetings with the Town and contractor, and distribute meeting minutes to all participants. Woolpert shall have the appropriate designer or representatives at the monthly meetings. This phase of the project will be managed by Woolpert's construction administrator that will observe the construction and inspect the project for workmanship and accuracy with the project manual and construction documents. The monthly meetings will have the appropriate designers present to review progress of construction. Woolpert has budgeted the following for this project for 45-calendar day's construction period:

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- Site Visits /Meetings
 - Pre-construction Meeting 1 Visit
 - Site Meetings (*every two weeks*)..... 3 Visits
 - Punch list Meeting 1 Visit
 - Substantial Completion Meeting 1 Visit
 - One -Year Warranty Meeting 1 Visit
- Total Site Visits /Meetings **7 Visits**

II. ADDITIONAL SERVICES

- A. The following services are not included in services as outlined in tasks 1-5. They shall be provided if authorized or confirmed in writing by the Town, and they shall be paid for by the Town as provided in this Agreement.
1. Providing services resulting from preparing additional separate sets of construction documents other than stated in the Agreement.
 2. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Town in conjunction therewith.
 3. Providing services in connection with alternative design for cost estimating or bidding purposes.
 4. Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given, or are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Woolpert.
 5. Preparing drawings, specifications, and supporting data and providing other services in connection with change orders.
 6. Providing consultation concerning replacement or any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.
 7. Providing services made necessary by the failure of performance; by default of a contractor; by major defects or deficiencies in the work of any contractor; or by failure of performance of either the Town or any contractor under the contracts for construction.
 8. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
 9. Providing services after approval by the Town of the final project certificate for payment, or in the absence of a final Project Certificate for Payment, more than 60 days after the date of substantial completion of the project, unless the parties disagree that the project is substantially complete.

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10. Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding relating to the project, except as required by law.
 11. Providing additional periodic construction administration beyond the 45-day construction contract period for phase 1A (Waterline) and the 365-day construction contract period for 1B (Park), only if all of the maximum site visits per contract have been used.
 12. Providing rendered drawings or models of the project.
 13. Providing any additional printing or reproduction of drawings and specifications not already stipulated in the scope of services.
 14. Providing additional services resulting from re-bidding of the project.
 15. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice.
 16. Providing site observation or coordination with outside agencies such as utility companies on issues not specifically the responsibility of Woolpert.
 17. Providing surveying services in connection with the project not already stipulated in the scope of services.
 18. Providing any geotechnical, environmental engineering services not already stipulated in the scope of services.
 19. Providing any design services or coordination with adjoining property owners.

III. TIME FRAME & SCHEDULE FOR PHASE 1A (WATERLINE)

Woolpert shall perform the services as outlined in this proposal as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved. For the purpose of this Agreement, the following schedule is in force, beginning with the date that Woolpert receives written notice to proceed from the Town. In addition, a timeline been determined for each phase of the project for which Woolpert's fees shall be valid without need of re-negotiation due to unforeseen time delays. The following schedule is an anticipated schedule and is subject to change.

This schedule will be further discussed, reviewed and redefined throughout each phase of the project as necessary. It is anticipated from the notice to proceed, Woolpert will complete the design service for bidding within 2 months:

Task	Project Timeline
• Award of Consultant Contract (Notice to Proceed)	April 9, 2013
• Obtain Survey and Road Cross Section from Town	TBD
• Construction Document Drawings & Permitting (2 months)	
• Anticipate Approval of "Sketch Plan" from Union County Public Works	TBD

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- Develop Construction Document Drawings TBD
 - Utility Drawings /Specifications
 - Probable Cost Estimates
 - Project Team Meeting (50 % review) TBD
 - Review 50 % Construction Document Drawings & Probable Cost Estimates
 - Project Team Meeting (100 % review) TBD
 - Review 100 % Construction Document Drawings & Probable Cost Estimates
 - Submit plans for Town, NCDOT, NCDENR permitting TBD
 - **Bidding / Construction Contract Approval (1 month)**
 - Bidding of Project TBD
 - Bid Advertisement, Pre- Bid Meeting, Bid Opening, Award of Contract
 - **Construction Administration (45 days)**
 - Construction Administration TBD
 - Pre- Construction Meeting
 - Site Meetings/ visits (*every two weeks*)
 - Preliminary Punch list
 - Final Inspection and Approvals
 - Woolpert 12-month Warranty Review

IV. TIME FRAME & SCHEDULE FOR PHASE 1B (PARK)

Woolpert shall perform the services as outlined in this proposal as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved. For the purpose of this Agreement, the following schedule is in force, beginning with the date that Woolpert receives written notice to proceed from the Town. In addition, a timeline been determined for each phase of the project for which Woolpert's fees shall be valid without need of re-negotiation due to unforeseen time delays. The following schedule is an anticipated schedule and is subject to change.

This schedule will be further discussed, reviewed and redefined throughout each phase of the project as necessary. It is anticipated from the notice to proceed, Woolpert will complete the design service for bidding in six (6) to seven (7) months:

Task	Project Timeline
• Award of Consultant Contract (Notice to Proceed)	April 9, 2013
• Meeting / Project Due Diligence/ Other Misc. Services (1-1.5 months)	
• Project Team Meeting	TBD
• Surveying / Geotech borings	By end of April

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- Tree Inventory & Survey By end of April
 - Wetland Permitting Submitted by end of May
 - “No Rise” Flood Study By end of May
 - **Construction Documents -Design Development (1 month)**
 - Develop Design Development Drawings Week of April 29th
 - Site Drawings
 - Utility Drawings
 - Architectural Drawings
 - Outline of probable site permitting issues / constraints
 - Outline Specifications
 - Probable Cost Estimates
 - Project Team Meeting Week of April 29th
 - Review Design Development Drawings
 - Evaluate the Probable Cost Estimates
 - Review Project Schedule
 - **Final Construction Document Drawings & Permitting (4 months)**
 - Develop Construction Document Drawings Week of August 26th
 - Site Drawings
 - Utility Drawings
 - Architectural Drawings
 - Outline of probable site / building permitting issues / constraints
 - Outline Specifications
 - Probable Cost Estimates
 - Project Team Meeting (50 % review) Week of May 20th
 - Review 50 % Construction Document Drawings
 - Review Probable Cost Estimates
 - Project Team Meeting (100 % review) Week of July 29th
 - Review 100 % Construction Document Drawings
 - Review Probable Cost Estimates
 - Submit plans for site/ building permitting Mid-June for Site / End of July for Bldg
 - **Bidding / Construction Contract Approval (1-2 months)**
 - Bidding of Project September/ October 2013
 - Bid Advertisement
 - Pre- Bid Meeting
 - Bid Opening
 - Award of Contract

- **Construction Administration (12 months)**

- Construction AdministrationFall 2014
 - Pre- Construction Meeting
 - Site Meetings/ visits (*every two weeks*)
 - Preliminary Punch list
 - Final Inspection and Approvals
 - Woolpert 12-month Warranty Review

ATTACHMENT B: COMPENSATION

Lump Sum Summary

The subsequent fees are based upon the scope of work for a base construction budget of \$ 5.6 million as described in Woolpert's 3/8/13 probable construction cost estimate:

I. Basic Design Services/ Fees:

A. Project Management Design Services / Fees:

Project Management, QA/QC.....	\$ 6,500.00
Sub Total IA.....	\$ 6,500.00

B. Architectural Design Services / Fees:

Design Development.....	\$ 16,000.00
Construction Documents	\$ 30,400.00
Bidding.....	\$ 4,000.00
Periodic Construction Observation	\$ 16,000.00
Construction Observation / Closeout	\$ 1,600.00
Sub Total IB.....	\$ 68,000.00

C. Site / Civil Design Services / Fees:

Design Development.....	\$ 92,000.00
Construction Documents	\$ 136,160.00

Phase 1A - Waterline

Bidding.....	\$ 4,500.00
Periodic Construction Observation	\$ 7,625.00
Construction Observation / Closeout	\$ 1,105.00

Phase 1B - Park

Bidding.....	\$ 14,720.00
Periodic Construction Observation	\$ 82,000.00
Construction Observation / Closeout	\$ 3,680.00
Sub Total IC....	\$ 341,790.00

Basic Design Services/ Fees Sub Total (IA, IB, & IC)..... \$ 416,290.00

II. Other Services / Fees:

1. Reimbursable Expenses	\$ 3,359.00*
Printing (misc. plans/ specs/ reports, etc.).....	\$ 1,500.00
Postage/ Shipping	\$ 455.00
Travel Mileage (45 trips at 60 miles roundtrip- \$31 each).....	\$ 1404.00

**Reimbursable expenses does not include permitting fees, nor does it include bid documents for the contractors, bid advertisement, final hard copy of construction documents to the contractors.*

- 2. Surveying Allowance..... \$ 13,900.00
- 3. Geotechnical Subsurface Exploration Allowance (Terracon Consultants, Inc.).... \$ 7,500.00
- 4. Wetlands Permitting Allowance (CWS) \$ 5,500.00
- 5. Floodway “no rise” Study \$ 4,625.00

- Sub Total \$ 34,884.00

Total (I. Basic Design Services/ II. Other Fees)..... \$ 451,174.00