



STEWART
STRONGER BY DESIGN

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January 15, 2024

Jina Stamey
Assistant Parks and Recreation Director
Chatham County Parks and Recreation
964 East Street, Suite 100
Pittsboro, NC 27312

Re: Proposal for Professional Services
Project: Parkers Ridge Park – Phase 1
Location: Moncure, North Carolina

Dear Jina:

STEWART is pleased to provide you with this proposal for Professional Services associated with **Parker's Ridge Park – Phase 1** in Moncure, North Carolina. This is an exciting project, and we appreciate the opportunity to continue our work with you in this regard.

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

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

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

Respectfully submitted:

Stephen Faber, PLA
Senior Project Manager, Landscape Architecture

Attachments:

1. Figure 1 - Phase 1 Project Limits
2. Conditions of the Agreement



PROJECT UNDERSTANDING:

Chatham County wishes to contract with Stewart to provide Park Design Services for Phase One of the 138-acre site located at 994 Pea Ridge Road. This proposal reflects an area of approximately 23.5-acres. Also reflected in this proposal is the opportunity to expand the scope of work to include the active play courts if budget allows. (Figure 1).

It is our understanding that the project will include the following proposed site design elements:

- Main entrance area from existing Pea Ridge Road with flexibility to accommodate future roadway alignment from modified NCDOT.
- Internal park roadway alignment, layout, and design to accommodate an integrated and connected multi-modal transportation network including vehicular, bikeway and pedestrian circulation systems.
- Provision of parking areas for vehicles including cars, buses, and food trucks.
- Site design to incorporate, if possible, existing historic structures and the immediate grounds surrounding such structures into the context of the proposed park design.
- Trailheads for multi-use paths at designated locations to accommodate and support various user groups.
- Hiking and walking trails including natural surface trails and multi-use accessible trails as budget allows.
- Two (2) proposed buildings including a restroom/ shelter facility with a deck overlooking the existing small pond and a maintenance building.
- Playground with play elements that include climbing structures, shade elements, swinging apparatuses, benches, tables, and seating, as well as other inclusive play elements including exploration of natural play opportunities.
- A bicycle pump track utilizing natural surface materials, associated amenities including seating areas.
- Fitness area with accessible workout stations to provide fitness for a range of mobilities.
- Open field with lawn for multi-purpose uses including active play or open space programming.
- Native wildflower meadow and pollinator areas.
- Filling in of existing small pond and relocation of fish to other existing pond.
- Maintenance area to include the building previously mentioned and an enclosed yard.
- Stormwater management and control devices to integrate 'Green Infrastructure' where possible.
- Geotechnical investigation.
- Mechanical, electrical, plumbing for site elements.
- Irrigation for selected landscape areas.
- Signage Schematic Design package and bidding coordination with sign company for permitting and shop drawings.
- Project management of entire design team, including: Stewart's subconsultants: Ramey Kemp – providing traffic impact study [Contracted directly with Chatham County]; KHA Architecture – providing architectural design for restroom/shelter and maintenance buildings; Harris Cost – Estimating; Crenshaw providing electrical support for site lighting; Wetlands and Waters providing support for environmental permitting; Clark Irrigation providing irrigation to selected landscape areas; and S&EC providing Seasonal High Water Table determinations.

Stewart understands that we will be required to:

- Prepare drawings in 2-dimensional AutoCAD
- Adhere to National, State and Local codes



- Lead project team meetings
- Work with the Client's staff, Architect, Design Team and the Construction Manager throughout the project
- Manage the overall project schedule.
- Prepare Signage Master Plan graphics package
- Civil to coordinate with Landscape Architecture on off-site sewer line extension with adjacent developer.

Required permitting and/or approval processes will include:

- Chatham County
- NCDEQ Erosion Control
- NCDOT right-of-way encroachments and NCDOT driveway access permits
- Army Corps of Engineers – Nationwide Permit for Wetlands, if determined necessary

SCOPE OF SERVICES:

Stewart will work collaboratively with Chatham County and the entire consultant team throughout the project to guide an interdisciplinary approach for creating the park. We will lead the design of specific site elements during the Schematic Design (SD) phase through Design Development (DD), into Construction Documents (CD), and into support for the Bidding Process. This proposal does not include a Construction Observation and Project Closeout Tasks which can be provided under a separate contract. We will continue coordination with all consultants during the entire process to ensure that the final documentation meets the original design intent.

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

SCOPE RESPONSIBILITY MATRIX (PER TASK)

#	ITEM	SD / 50% DD	100% DD /CD
1	Building Locations	STEWART	STEWART
2	Building Orientation	STEWART	STEWART
3	Site Access	STEWART	STEWART
4	Vehicular Circulation Design	STEWART	STEWART
5	Pedestrian Circulation Design	STEWART	STEWART
6	Parking Area Design	STEWART	STEWART
7	Service and Loading Area Design	STEWART	STEWART
8	Amenity Area Layout & Design	N/A	N/A
9	Courtyard Layout & Design	N/A	N/A
10	Site Demolition	STEWART	STEWART
11	Building Demolition	STEWART	STEWART
12	Site Concept Design	STEWART	STEWART
13	Site Plan Layout Design	STEWART	STEWART
14	Pedestrian Hardscape Design	STEWART	STEWART
15	Vehicular Hardscape Design	STEWART	STEWART
16	Vehicular Paving Design	STEWART	STEWART



STEWART

STRONGER BY DESIGN

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



68	Roof Terrace Irrigation Design	N/A	N/A
69	Roof Terrace Drainage Design	N/A	N/A
70	Roof Terrace Waterproofing Design	N/A	N/A
71	Roof Terrace Insulation Design	N/A	N/A
72	Roof Terrace Guardrail Design	N/A	N/A
73	Swimming Pool Design	N/A	N/A
74	Swimming Pool Engineering	N/A	N/A
75	Fountain Design	N/A	N/A
76	Fountain Engineering	N/A	N/A
77	Structural Engineering of Site Elements	STEWART	STEWART
78	Signage Design	STEWART	CONSULTANT

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

During the initial project kickoff meeting between the design team, County representatives, and stakeholders, our agenda extends beyond establishing communication and discussing the project schedule. We aim to align our discussions with the essence of Parker’s Ridge Park—its historical, cultural, and ecological significance. In addition to addressing Phase One of the Master Plan and refined design opportunities, we will take a comprehensive site walk. This walk will afford us a deeper understanding of the site’s existing features, challenges, and latent possibilities, ensuring our design aligns with the park’s envisioned essence as a regional emblem of natural beauty and community identity.

Stewart and consultants will complete a full inventory and analysis of the site using available site surveys, GIS data, record documents, and regulatory ordinances, plans and documents. This research will include:

LANDSCAPE ARCHITECTURE

- Municipal review/approval schedule
- Site development standards
- Regulatory design guidelines
- Site access and circulation
- Potential ROW and off-site roadway improvements

CIVIL ENGINEERING

- Topographic constraints
- Site impervious surface limitations
- Stormwater requirements
- Access to/availability of utility services
- NCDOT coordination/meetings

Submissions:

- *Master schedule for project*

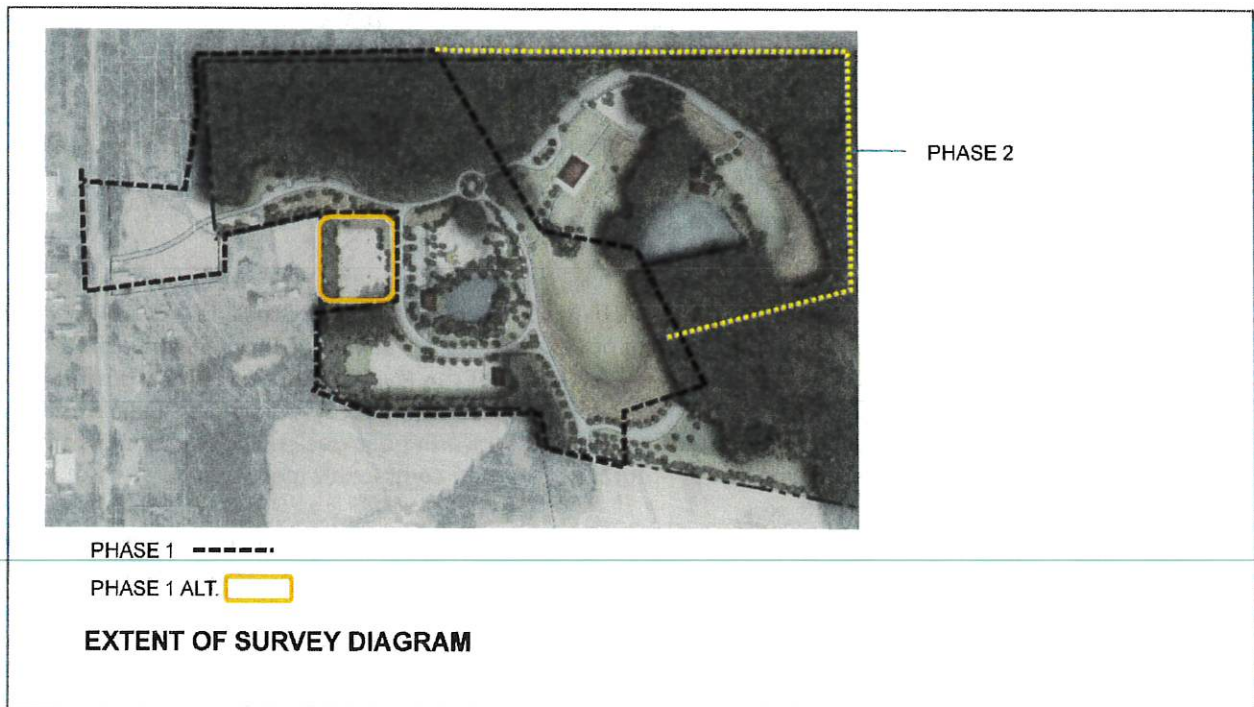
Deliverables:

- *See enclosed summary.*



Task – Survey (S):

Stewart understands that the scope for this project is a design survey for the project located 994 Pea Ridge Rd, New Hill, NC 27562, the Future site for Parkers Ridge Park. The survey limits are shown outlined on the sketch below and are approximately 59 acres.



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

Design Survey

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

Individual trees within wooded/natural areas will not be field located and are specifically excluded from this proposal.

Wetland flags in place prior to field mobilization will be located during the field survey.



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

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

Subsurface Utility Engineering Level B

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

DELIVERABLES

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

SCHEDULE

Stewart agrees to provide services to the Client in the most expeditious manner as is practical and will adhere to the project schedule as appropriate and realistic.

ASSUMPTIONS

Our scope and fee proposal are based on the following assumptions:

- No liability is assumed for the accuracy of other consultant's work (i.e. Planner, Architect, Testing Agency, Biologist, Surveyor, etc.) or information provided by others used in the production of our documents.

EXCLUSIONS

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

- Boundary, Subdivision, Easement, Tree Conservation or Recombination Platting except as specifically mentioned herein
- Wetland/Stream Delineation Services
- Subsurface Utility Engineering Level A Services
- Tree Identification/Tagging and Associated Surveys
- Any Environmental Phase I or II investigations



- Review and Recordation Fees
- Construction Staking or As-built surveys

ADDITIONAL SERVICES

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

CLIENT RESPONSIBILITIES

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

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

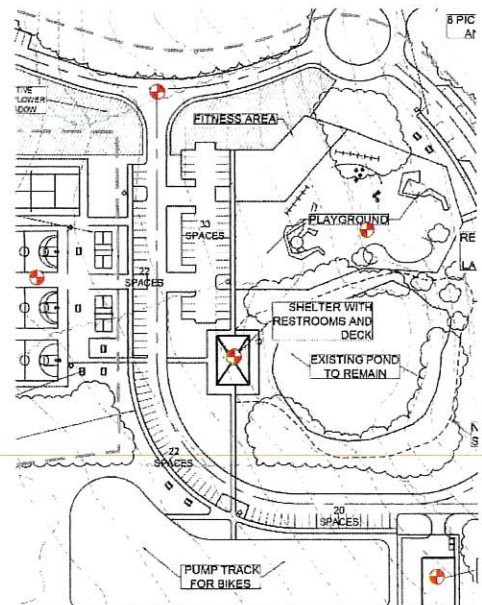
Task – Geotechnical Study (G):

To begin, Stewart will contact the NC One-Call Center (NCOCC) to have public utilities in the area marked. Per NC law, NCOCC must be allowed a minimum of 72 hours to complete their marking. However, please note that NC811 only marks lines to the meter, after which the line is considered a private utility. No private utility location is included our scope/fee.

Stewart will perform site reconnaissance to document the current conditions, including site photographs, and look for conditions that may pose an issue to our drilling operations or the planned construction. While onsite, we will locate **eight soil test borings** using survey-grade GPS equipment and mark each with a pink pin flag and/or white spray paint as noted below.

Once utilities are marked, we will mobilize an ATV-mounted geotechnical drill rig and crew to perform the borings. Each of the borings will have a target depth of 20 feet below the current grade. Standard Penetration Testing (SPT) will be performed at four depths within the upper 10 feet of each boring and then at 5± feet on centers thereafter. If a boring encounters auger refusal above its planned exploration depth, it will be terminated at the refusal elevation. No rock coring is included in this scope.

Groundwater depths will be measured immediately after drilling, if encountered. After final measurements, boreholes will be backfilled with soil.





The soil samples will be returned to our laboratory where visual-manual classification in general accordance with ASTM D2488 and logging of the soil samples will be performed by an experienced geotechnical professional. The soils will be stratified and classified based on apparent origin, color, consistency/density, USCS soil type, and relative moisture/water condition.

This scope includes the following laboratory testing to establish engineering parameters to aide in our evaluation.

- Atterberg Limits (ASTM D4318) 2 tests
- Grain size analysis (ASTM D6913) 2 tests
- Water content (ASTM D2216) 15 tests

The information collected in the field and lab will be examined and organized by our geotechnical staff to formulate opinions and engineering recommendations for the planned development. Our geotechnical evaluation and report will include the following:

- General geologic overview of the subject site
- Soil conditions encountered and pertinent engineering properties
- Groundwater depth, if encountered
- Foundation design parameters for shelter and maintenance shed
 - Minimum bearing depth
 - Soil bearing capacity
 - Settlement estimates
 - Passive earth pressure coefficient, soil weight, and base friction value
- Slab-on-grade design recommendations, including k-value
- Asphalt and concrete pavement design for parking lots
- Site grading/earthwork recommendations, including suitability of onsite soils for reuse and compaction guidelines
- Comments relating to adverse geotechnical conditions that could impact development, such as shallow refusal material, old fill, buried debris, groundwater, potentially expansive

The deliverable will be a geotechnical engineering report that addresses the bulleted topics above and will include digital boring logs, a vicinity map, a boring location diagram, and other readily available historical data utilized in our evaluation. Reports will be provided digitally in Adobe Acrobat PDF-format unless hard copies are specifically requested.

Based upon our current schedule, Stewart proposes to initiate drilling on this project within three weeks of being released to start. Drilling activities should be completed in two days. We expect that the engineering analysis, lab testing, and reporting can be completed within five weeks of authorization to proceed (excluding holidays).

Deliverables:

The deliverable will be a geotechnical engineering report that discusses the bulleted topics above and will include boring logs, vicinity map, boring location diagram, and other readily available historical data



utilized in our evaluation. The report will be provided digitally in Adobe Acrobat PDF-format unless hard copies are specifically requested.

Schedule:

Based upon our current schedule, Stewart proposes to initiate drilling on this project within three weeks of authorization. Drilling will take one day. We expect that the lab testing, engineering analysis, and reporting can be completed within 1½ weeks for completion of drilling (4½ weeks total).

Task – Schematic Design (DS):

The Design Team will each prepare Schematic Design Plans that will revisit and advance elements of the Master Plan to ensure that design intent and potentials are explored and met to the satisfaction of the County. Plans developed will include a preliminary demolition/clearing plan, site grading plan, utility plan, and initial planting concepts. These plans will be used for preliminary pricing and coordination prior to advancing the project to the design development phase.

Stewart will finalize the preliminary layout and location of all preferred site program elements and identified strategies for:

LANDSCAPE ARCHITECTURE

- Building locations
- Building orientation
- Site access
- Vehicular circulation
- Pedestrian circulation
- Parking areas
- Field layouts
- Site amenity design
- Trails and trailhead design
- Site Signage
- Grading, Buffer, SCM Locations

CIVIL ENGINEERING

- Preliminary grading
- Stormwater management location
- Utility tie-in points (water, sewer, storm)
- Utility routing
- Fire Dept. equipment access review to bldgs. and site features.
- Buffer protection
- Coordinate with Top Chord Industrial Park Sewer layout with LA, Owner and Engineer of Record

ARCHITECTURE

- Review Owner's program
- Verify project scope and budget
- Review sustainable goals and life-cycle cost evaluations
- Develop written project narrative
- Develop Budget for cost of work
- Schematic level code analysis
- Formal presentations and meetings.

Submissions:

- 50% Completion for Client/Consultant coordination
- 100% Completion for sending to estimator for pricing.
- One (1) pricing review meeting after receiving estimate.

Deliverables: See enclosed summary.



Task – CMAR Management:

We understand that the CMAR will lead the bidding process and will be responsible for preparing the bid package for the project. Stewart will assist the following on behalf of the Client during the bidding phase of the project:

- Review draft CMAR RFQ from Chatham County for input.
- Review and/or attend presentations by contractors to provide input
- Provide recommendations for final CMAR selection based on project specific requirements.
- Respond to questions and clarifications during the CMAR selection process.

Task – Design Development (DD):

Once the Schematic Design and project budget receive approval, Stewart will incorporate this feedback into the plans and proceed to craft Design Development documents for the project's site work. This phase is pivotal for aligning the park with the local community and nature, ensuring the preservation of history, inclusion of local culture, and protection of the environment. Stewart's adjustments during this critical Design Development phase will shape the park's future. Advancing the Schematic Design Plans, Stewart will prepare Infrastructure Design Development drawings for submittals to review agencies. The Design Development plans will be used to submit the project for review to Chatham County, NCDEQ and NCDOT. The comment and response services as the project proceeds through jurisdictional approval will be included in the CD phase.

The DD documents will illustrate the scope and extent of the project in enough detail for interdisciplinary coordination and more refined preliminary pricing. Drawings and specifications will be provided for:

LANDSCAPE ARCHITECTURE

- Site layout design
- Site access
- Vehicular circulation
- Pedestrian circulation
- Building locations for Restroom/concessions building and shelters
- Parking areas
- Hardscape design
- Site materials & furnishings
- Planting locations
- Site lighting
- Site Signage
- Bridge locations (as needed)

CIVIL ENGINEERING

- Site demolition
- Service yard and loading areas
- Grading and sub-drainage
- Stormwater conveyance
- Preliminary Stormwater Control Measure (SCM) design
- Erosion control
- Utility routing (water, storm)
- Utility tie-in points (water, sewer, storm)
- Buffer protection
- Begin Zoning and Site Plan Compliance documentation including Flood Plain, Watershed District, Riparian Buffers, submittal to Chatham County.

ARCHITECT

- Develop DD level drawings and specifications
- Refine Cost Estimate
- Conduct follow-up user meetings necessary to review key design options
- Prepare documents for Owner Review.
- Presentations and page turn reviews.



Stewart will submit documents to the permitting agencies as part of the overall Design Development process for the project.

Submissions:

- 1st Review
- 2nd Review (response to first review comments)
- 3rd Review (for approval)

Deliverables: See enclosed summary.

Task – Seasonal High Water Table Determination:

Stewart anticipates that for the stormwater control measures on this site, seasonal high-water table (SHWT) depths will need to be determined. Soil scientist firm, S&EC, will serve as Stewart's subconsultant to provide this study.

Four or more soil borings will be conducted around the proposed based in to a dept of five feet (or less if rock is encountered). In each boring the depth to redoximorphic depletions and the dept to redoximorphic concentrations will be determined. The redoximorphic depletions will be used to determine the upper limit of SHWT. The depth between he redoximorphic depletions and the concentration will be the normal seasonal zone of fluctuation of the water table or perched water table. The locations of the soil borings will be staked.

This proposal includes an allowance of \$5,000 for the SHWT determination for two basins. This is the maximum amount to be expected if both basins are sand filters. Should both or either basin be a wet detention basin, the auguring depth will be shallower and the cost for the study will be reduced.

Submissions:

- Report letter submittal to the local and state government

Deliverables: See enclosed summary.

Task – Site Electrical:

Electrical Engineering for the site elements of Parkers Ridge Park – Phase I will be provided by Stewart's subconsultant, Crenshaw Engineering. This scope of work will include:

- Coordinate parking lot and driveway lighting with local utility design.
- Electrical design for vendor truck and event outlets.
- Assist in site and pathway lighting as required, utility and lighting vendor to provide layout for future court lighting.
- Provide electrical service design to include power to buildings and shelters with provisions for future buildings.
- Raceway Design for data service
- Power for well and irrigation system
- Construction administration, including RFIs, submittals, and shop drawings
- Two (2) Construction site visits



Submissions: *Submissions will coincide with project benchmarks noted in Schematic, DD, CD and Permitting tasks.*

Deliverables: *See enclosed summary.*

Task – Construction Documents Permitting (CD/P):

Upon approval of the Design Development documents and project budget by the Owner, Stewart will prepare Construction Documents for the site work associated with the project. These documents will incorporate the information documented in the previously approved Permit Drawings as well as the final design and detailing of project elements beyond code minimum requirements. As part of construction documentation, Stewart will finalize drawings and specifications for:

LANDSCAPE ARCHITECTURE

- Site design layout information for all on-site vehicular, pedestrian and softscape areas
- Selection of site materials and furnishings
- Paving patterns and joint design detailing
- Fine grading design
- Construction detailing and cross sections of site elements
- Site lighting coordination
- Site Signage
- Planting design
- Wetland buffer protection if needed
- Stream buffer protection if needed

CIVIL ENGINEERING

- Finalize construction plans to include existing conditions, site and utility demo, vehicular paving, grading, storm drainage, erosion control, water distribution, fire protection, and sanitary service and collection plans.
- Finalize Stormwater plans and prepare Stormwater Impact Analysis for review and approval by Chatham County.

ARCHITECT

- Develop CD level drawings and specifications
- Update/ refine cost estimates
- Prepare documents for Owner Review.

Stewart will submit Construction Documents for review by the client. Our services are based on the following anticipated submissions:

Submissions:

- 50% Completion for Client/Consultant coordination
- 100% Completion for sending to estimator for pricing.

Deliverables: *See enclosed summary.*



Permitting:

Upon completion of the 50% CDs, Stewart will prepare Construction Drawing & Permitting documents for the site project elements to submit to the approval agencies. These documents will include the full design and detail including code minimum requirements necessary to obtain permits for utility infrastructure, stormwater control, land disturbance, driveways, and site improvements. As part of this effort, Stewart will finalize:

LANDSCAPE ARCHITECTURE

- Required landscape buffers
- Tree preservation
- Street tree locations
- Site materials and furnishings
- Pedestrian hardscape paving materials
- Irrigation design
- Site lighting coordination
- Site Signage
- Site planting design (code min.)
- Stream/Wetland impact limits

CIVIL ENGINEERING

- Vehicular area paving materials
- Utility tie-ins and connections to appropriate infrastructure
- Utility routing
- Stormwater conveyance
- Stormwater Control Measure design
- Fire flow analysis
- Catch basin analysis
- Stormwater impact analysis (SIA)
- Storm sewer plans and profiles
- Roadway profiles

Stewart and Environmental consultants will submit for permitting through the following agencies:

- NCDEQ –Section 401 Water Quality Certification.
- UACE - Section 404 Permit.

Stewart will work with the Client and Client's consultant team to determine the appropriate time to submit the Permitting documents to these agencies according to the overall project schedule. Our services are based on the following anticipated review cycles:

Submissions:

- 1st Review
- 2nd Review (response to first review comments)
- 3rd Review (for approval)

Deliverables: See enclosed summary.

The permitting and approval process for the site scope of work will run concurrently with the overall project submittal schedule for Client review, approval, and pricing. We anticipate that plans will be issued to the Client and consultant team for review and coordination at the 50%, 95% and final Construction Document stages, or as directed by the Client.



Task – Structural Engineering:

If the County proceeds with the scope of work to include structures, Stewart is pleased to include this scope and fee proposal for structural engineering services for the Restroom/Shelter and Maintenance buildings for Parkers Ridge Park.

We assume the buildings will be a combination of load bearing wood studs or masonry walls and wood or metal truss framed. Shear walls will be masonry walls or wood framed shear wall panels.

Specifically, the scope of our structural engineering services includes:

Schematic Design

- Participate in project kickoff meeting.
- Participate in up to 2 (two) virtual design coordination meetings.
- Provide Structural Design Narrative, to include:
 - Structural design criteria
 - Design live, snow, wind, and seismic loads
 - Structural materials
 - Narrative describing structural complexities, strategies, and options for the project.
 - Evaluate alternative structural solutions.
 - Coordination with Geotechnical consultant as related to foundation design requirements.
- Establish structural systems including foundations, floor framing, structural grid dimensions and estimated floor to floor heights.
- Issue Schematic Design package for review by the Client/Owner. Respond to Client/Owner comments.

Design Development

- Continue development of selected structural systems.
- Produce detailed foundation and framing plans, including lateral system, framing member sizes, and plan dimensions.
- Develop typical structural details.
- Develop critical details, required for advancement of design and coordination with design team.
- Participate in up to 6 (six) virtual design coordination meetings.
- Review estimates of probable construction cost prepared by Contractor and/or Cost Consultant.
- Issue Design Development package for review by the Client/Owner. Respond to Client/Owner comments.

Construction Documents

- Develop structural construction drawings including foundation plans, framing plans, details, and schedules.
- Provide structural specifications on the drawings.
- Provide Statement of Special Inspections (if required).
- Participate in up to 6 (six) virtual design coordination meetings.
- Review estimates of probable construction cost prepared by Contractor and/or Cost Consultant.
- Issue Construction Documents package for review by the Client/Owner. Respond to Client/Owner comments.

Our assumptions in determining our fees are as follows:

- The structural design, documentation and submittals will satisfy the North Carolina State Building Code.

- Design of permanent or temporary soil shoring system will be by others. Underpinning details will be shown schematically on the construction documents, with the final design required to be performed by the Contractor.
- All existing structures on the property will be demolished prior to work for this project. No engineering services will be provided for any existing structure.
- Foundation system will be developed based on recommendations by and in coordination with the Geotechnical Engineer (hired by Owner).
- Foundations are assumed to be conventionally-reinforced spread foundations. Should deep foundations (piles, caissons, etc.) be recommended by the Geotechnical Engineer, an additional service fee will be required.
- The ground floor will be a soil-supported slab on grade. Should the floor require a framed design to span to foundation elements, an additional service fee will be required.
- The project will not be LEED certified.
- Early construction document packages will not be required for project delivery. Should early foundation, steel, or concrete packages be required by the Contractor, an additional service fee will be required.
- Special Inspections are not included in this fee, but Stewart can provide these services under a separate contract.
- Non-load bearing metal stud framing design will be a delegated design and performed by the supplier's engineer.
- Design and detail of connections of proprietary exterior wall systems, including curtain wall and store front, will be performed by the supplier's engineer.
- Design of non-building structural elements will be by others, including but not limited to drainage structures, underground vaults, flagpoles, fencing or screening walls (unless masonry), gates, and supports for PME equipment.

Task – Irrigation:

Irrigation design will be provided by Stewart's subconsultant, Clark Irrigation Design & Consulting, Inc. They will provide irrigation system consulting services for selected landscape planted areas consisting of the following:

Irrigation System Design for the same areas shown on Figure 1, detailing:

- Sprinkler head locations, types, arcs and radius
- Drip component locations and types
- Electrical Control Valve locations, types, size and flow
- Mainline and Lateral pipe locations, types and sizes
- Control Wire locations, types and sizes
- Sleeve locations, types and sizes
- Control system location, type and size
- Control system Remote Access
- Moisture/Climate Sensor type and locations
- Details for the installation of irrigation system products
- Notes specific to the project components, installation and operation
- Water Source(s) for irrigation system.



Bidding Support

- Review of bidding documentation

Task – Cost Estimating:

Cost reviews will be provided throughout the project by Stewart's subconsultant, HarrisCost. These evaluations will be used to determine the impacts of the project on the overall budget, make cost-related design decisions, and prepare for bidding. The cost estimates will include cost detail for all site development and improvement cost. All work under Architecture consultant will not be priced under this task. We assume the Architect will conduct pricing under their scope of work.

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

- *Concept Design*
- *Design Development*
- *Construction Documentation 90%*
-

Task – Construction Observation (CO):

Stewart understands the importance of monitoring the adherence to design plans for the success of the project. The design team will be responsible for site specific construction observation of all aspects of site related work. Our services will include:

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

Deliverables: *See enclosed summary.*



Task – Project Closeout (PC):

As required by Chatham County, Stewart LA will provide the following services required to closeout the project:

LANDSCAPE ARCHITECTURE

- Conduct site visit to evaluate ADA compliance using a smart level, standard level and tape measure and issue certification
- Conduct site visit to evaluate site lighting compliance using a digital light meter and issue certification

CIVIL ENGINEERING

- Review utility as-built drawings (prepared by contractor's surveyor) for compliance with the Contract Documents;
- Review stormwater control measure (SCM) as-built drawings (prepared by contractor's surveyor) for compliance with the Contract Documents;
- Complete stormwater calculations and modeling to verify SCM is constructed in accordance with construction drawings and issue certification report;
- Observe water main testing requirements – flushing, hydrostatic test, and review of bacteriological tests (test results provided by contractor);
- Observe sewer testing requirements – low pressure air test of sewer main, deflection test of sewer main, and manhole air tests;
- Review sewer and storm drainage video(s) and submit certification letter to Chatham County Inspections Department (video provided by others);
- Review backflow certification. Certification to be provided by others and must be done by a Chatham County certified inspector;
- Prepare and submit as-built & record drawings application(s) to Chatham County for review and approval of utilities and SCM.

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

- Conduct a Substantial Completion site visit to evaluate construction of the completed site work;
- Prepare and issue a Punchlist for deficiencies in the site work;
- Conduct a Final Completion site visit to evaluate corrections in the deficient work;
- Prepare and issue Certificate of Final Completion.

Task – Project Management and Meetings:

Scope includes project management tasks including scheduling meetings, creating meeting agendas, coordination between the design team and the County, coordination with subconsultants, and billing. If the design schedule is extended for any reason, additional fees may apply.

Due to the unknown quantity and duration of project coordination meetings, we have included this separate task to cover attendance at these meetings.



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

Hourly Task Items:

As projects develop, there are often unexpected items to arise that need investigation, design solutions, or plan revisions. To provide time and fee to address these items as they arise, we have provided this hourly task to be utilized only as requested by the Client for any such unforeseen tasks.

POTENTIAL ADDITIONAL SERVICES

The follow tasks have been incorporated into this proposal should they be needed as the project progresses and site and regulatory investigations are completed. These tasks will only be utilized and billed upon determination of necessity and approval by the Client.

Additional Task 1 – Expand Phase 1 to Include Active Play Courts Area

Stewart understands that Chatham County may secure funding for the active play courts to be designed as diagrammed in the Master Plan. Should this occur, this task will be necessary to complete this work. If the funding is not secured or the county determines not to proceed with Active Play Courts, this task will not be utilized or billed to the client.

If the Active Play Courts are included, Stewart will provide the following is the scope for three (3) Basketball Courts, one (1) tennis court, four (4) Pickleball Courts and associated seating and landscape areas.

DESIGN ITEMS INCLUDES:

- Two (2) Basketball Courts and all elements required for Futsal.
- Four (4) Pickleball Courts
- One (1) Tennis Court
- Drainage system.
- Lighting
- Seating and Amenities
- Fencing
- Sports Equipment
- Planting Design

Additional Task 2 – Wetland Permitting:

During the Wetland Delineation Task, should wetland permitting be required, this task will be triggered. If no permitting is needed for Phase I implementation, this task will not be utilized or billed.

JURISDICTIONAL DETERMINATION REQUEST

Prepare and submit Approved JD request to USACE.

AGENCY MEETINGS / SITE VISITS

Conduct site visit with USACE to confirm field delineated waters and wetlands.



NATIONWIDE PERMIT PCN (US ARMY CORPS AND NCDWR)

Prepare and submit Wetland Delineation documentation and Pre-Construction Notification for use of Nationwide Permit Verification for unavoidable impacts if necessary based upon site plan provided by project engineer. Provide initial response to agency comments following permit verification review. Coordinate and provide on-going client, engineer and agency correspondence.

Task 3 – Signage and Wayfinding Package:

Stewart will prepare a graphics package that includes a hierarchy of vehicular and pedestrian signage that will direct visitors into and around the site. This will include entry monument signage, internal vehicular signage, smaller pedestrian wayfinding signage, information kiosks if necessary, within the park site. We will prepare:

- Materials and color swatch board for signage ideas.
- Graphic Board of Signage Types and Examples.
- Graphic concept sketches for each sign type for proposed vehicular and pedestrian wayfinding. These concepts are illustrative in nature and do not represent or include detailed information used for construction or manufacturing purposes.
- Graphic board/slide(s) showing proposed signage and wayfinding locations.
- Provide next steps and recommendations

This effort does not include coordination with a sign company although we have worked with a few recently and would be happy to facilitate this process under separate cover. Shop drawings and permit application would be provided by the approved sign company.

Deliverables:

- One (1) **DRAFT** package of materials
- One (1) **FINAL** package of materials

Meetings:

- Owner review **DRAFT** concept meeting
- Owner review **FINAL** meeting and submission

Task 4 – Design Survey (Phase 2):

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



DELIVERABLES:

DRAWINGS	SD	DD	CD	P	CO	PC
Drawing Log and General Notes (Cover Sheet)	•	•	•	•		
Existing Conditions Plan	•	•	•	•		
Site Demolition Plan	•	•	•	•		
Site Layout Plan	•	•	•	•		
Site Sections / Elevations		•	•	•		
Site Details		•	•	•		
Materials & Furnishings Schedule		•	•	•		
Materials & Furnishings Plan		•	•	•		
Site Hardscape & Paving Patterns Plan		•	•	•		
Pavement Markings & Site Signage Plan			•	•		
Pedestrian Management Plan						
Traffic Management Plan						
Driveway Profiles			•	•		
Erosion Control Plan			•	•		
Erosion Control Details			•	•		
Grading & Drainage Plan	•	•	•	•		
Stormwater Control Measure Plan & Profiles			•	•		
Stormwater Control Measure Details			•	•		
Site Utility Plan	•	•	•	•		
Site Utility Profiles			•	•		
Site Utility Details		•	•	•		
Site Lighting Location Plan		•	•	•		
Planting Soils Plan						
Landscape Plan	•	•	•	•		
Tree Conservation Plan						
Landscape Details		•	•	•		
Irrigation Plan		•	•	•		
Irrigation Details		•	•	•		
Building Floorplans & Elevations	•	•	•	•		
As-built Drawings						

DOCUMENTS	SD	DD	P	CD	CO	PC
LEED Worksheet						
Design Narrative	•	•				
Submittal and review applications				•		
Written responses to review comments		•	•	•		
Site & Utility Permit Applications				•		

Tree Impact Permit						
Building Permit Application				•		
Special Inspections Statement				•		
Stormwater Impact Analysis				•		
Utility Impact Analysis						
Fire Flow Analysis						
Traffic Impact Analysis (by others)				•		
Soils / SHWT Analysis (by others)						
Landscape Calculations				•		
Certified Tree Report (by others)						
Operations & Maintenance Manuals (SCMs)				•		
Engineer's Estimates (sureties and impact fees)				•		
Surety Agreements				•		
Technical Specifications		•	•			
RFI review/response					•	
Submittals review/response					•	
Tree tagging at nurseries					•	
Exhibit/Bulletin drawings preparation					•	
Addenda / Proposed Change Orders					•	
Field Reports					•	
Periodic construction site visits					•	
Pay Application review and approval					•	
Site Lighting Compliance Certification					•	
ADA Compliance Certification (site only)					•	
Substantial Completion Site Review					•	
Preliminary & Final Punch-lists					•	
Final Completion Site Review						•
Certificate of Final Completion						•
Record Documents						•

Schedule:

Upon Notice to Proceed, we will work with the Client and the other consultants to develop the master schedule for the project, coordinate with the Client for approval, adhere to the project schedule developed and approved. In the event that any consultant working directly for the Client and not under Stewart's contact falls behind on the schedule agreed upon, Stewart will inform the consultant and the Client of the schedule deviation. It will be the Client's responsibility to assure their hired consultants adhere to the terms of their respective contracts.



COMPENSATION:

Stewart agrees to provide the professional services outlined above in the Scope of Services according to the following fee schedule on a Lump Sum basis, unless otherwise noted:

Description: Scope of Services (per Task)	Stewart/ LA Fee	Civil Fee	Architectural Fee
Project Kickoff, Site Visit, & Due Diligence	\$ 1,200	\$6,000	
Site Survey (Phase 1)	\$ 34,600		
Geotechnical Investigation	\$ 10,000		
Schematic Design	\$ 24,000	\$26,000	\$21,000
CMAR Coordination	\$ 3,000		
Design Development	\$ 40,000	\$46,000	\$28,000
Seasonal High-Water Determination	\$ 5,000		
Site Electrical (SD thru CO)	\$ 14,000		
Construction Documents and Permitting	\$ 46,000	\$52,000	\$45,500
Structural Engineering (SD thru CO)	\$ 23,500		
Irrigation (SD thru CO)	\$ 1,800		
Construction Observation (CO)	\$ 42,000	\$42,000	\$35,000
Project Closeout (PC)	\$ 8,000	\$15,000	\$7,000
Cost Estimating (SD thru CD/P)	\$ 11,000		
Project Management and Meetings (SD thru CO)	\$ 12,400		
Hourly Tasks (Not to Exceed)	\$ 5,000		
Reimbursable Expenses (Allowance)	\$ 3,000		
SUBTOTALS PER DISCIPLINE	\$ 284,500	\$187,000	\$136,000
SUB-TOTAL BASIC SERVICES (All Disciplines)	\$ 607,500		
Additional 1: Active Play Courts (SD thru CO)	\$ 38,000	\$18,000	
Additional 2: Wetland Permitting	\$ 11,000		
Additional 3: Signage and Wayfinding Package	\$ 14,700		
Additional 4: Design Survey (Phase 2)	\$ 16,200		
SUBTOTALS PER DISCIPLINE	\$ 79,900	\$18,000	
SUB-TOTAL ADDITIONAL SERVICES (VARIES BASED ON ITEMS CHOSEN)	\$ 97,900		
TOTAL SERVICES	\$ 705,400		

In addition, per our attached General Terms and Conditions, we will bill all normal out of pocket expenses at cost plus 10% administrative fee. Such costs include project related travel, mileage, postage, parcel service, printing, and reproduction costs.



ADDITIONAL SERVICES:

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

CLIENT RESPONSIBILITIES:

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

- Provide access to the site (if applicable);
- Provide access to the site and individual test locations. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g., gates, locked areas), on-site traffic interference, etc. may result in additional fees.
- Provide assistance in obtaining information from all other consultants on the design team as needed to complete our tasks.
- Provide previous geotechnical exploration reports, construction testing records or other such documents that would be beneficial during our evaluation.
- Provide reasonable advanced notice of scheduled meetings;
- Provide decisions on critical issues as necessary in a timely manner;
- Payment of all invoices per Conditions of the Agreement.

ASSUMPTIONS & EXCLUSIONS:

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

1. No liability is assumed for the accuracy of other consultant's work (i.e. Architect, Testing Agency, etc.) or information provided by others used in the production of our documents;
2. The Project Team will provide electronic (AutoCAD and PDF) versions of all previously prepared designs and submittals;
3. All plans prepared by Stewart and plans provided to Stewart by other consultants working on the project will be prepared in AutoCAD, Release 2019 or later;
4. Site hardscape/landscape and civil plans will be prepared and issued for the entire project. Neither design related to project phasing nor phased submissions will be required. Any phasing required related to landscape architecture and civil engineering will be an additional service;
5. Any new utility service lines will be tied to existing service lines within the project boundary and will not require work within the public right-of-way;
6. Coordination with gas and electrical providers for dry utility routing and tie-in points will be included. Loading, design, and purchasing agreement(s) will be done by the Client;
7. Pedestrian and Traffic Management Plans will be provided as required by the municipality for necessary work within the public rights-of-way only. Contractor will provide Pedestrian and Traffic Management Plans for implementation during construction;
8. Earthwork calculations will be prepared and provided to the Client for reference only during the preliminary design phases of the project;



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9. There are not any known environmental conditions (contaminated soil, ground water, etc.) that would affect the development of the project;
10. No endangerment or threatened species are present on the site that would affect the development of the project;
11. The owner will pay all regulatory permitting/filing/recording and development impact fees, either directly or as a reimbursable expense if Stewart agrees to advance payment to regulatory agencies as a convenience to the owner for expediting the project approval;
12. Representation for court appearances for litigation, or preparation for the same, Public Relations efforts, Public involvement and/or community meetings other than those specified in this proposal, and additional meetings not included above will be billed on an hourly basis;
13. For Geotechnical investigations, if required to meet expedited project schedules mandated by the Client, weekend and after normal business hours work will be an additional cost.
14. Stewart will design water lines within the site beyond the backflow preventors;
15. All findings by wetland consultants are preliminary and subject to verification by the US Army Corps of Engineers and/or NC Division of Water Resources. Scope includes services related to Sections 404 / 401 of the CWA and Nationwide Permit Program.

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

1. Construction Surveying;
2. Platting;
3. ALTA/ASCM Certifications;
4. Soil testing;
5. Additional reviews for permitting beyond three (3) submissions;
6. Additional reviews and value engineering by the client beyond those mentioned in the tasks above;
7. Environmental services including Phase I and Phase II assessments;
8. FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) services;
9. Private utility location;
10. Testing for offsite improvements. No such improvements are known at this time;
11. Design of off-site roadway improvements including signalization and turn lanes;
12. Design, coordination, or engineering off property;
13. Design and Structural Engineering beyond the elements stated;
14. Design or coordination of custom site furnishings;
15. Design or coordination of water features;
16. Any additional graphic or design work not mentioned in the scope of services;
17. Tree tagging/selection at nurseries;
18. Sustainability certification (LEED, WELL Building, etc.) review and submittal services;
19. Payment of permit or review fees;
20. Health department submittals/approval services;
21. Representation for court appearances or preparation for the same;
22. Public Relations efforts (graphics, brochures, etc.);
23. Rock coring;
24. Private utility location;
25. Clearing of trees or vegetation;



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26. Identification of, or testing for, contaminated/hazardous/toxic material or otherwise environmentally impacted soil, groundwater, or air;
27. Grouting of test holes;
28. Ground/vegetation restoration services/fees;
29. Cost estimating of any cost related to roadway access to the site and any traffic signalization, pedestrian signals and wayfinding signage;
30. Services for Individual Permit through Army Corps of Engineers or State of North Carolina

APPROVAL:

STEWART

Tedd Duncan, PLA

Print Name

Vice President

Title

Signature

01.09.24

Date

Chatham County

Print Name

County Manager

Title

Signature

2/22/2024

Date

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

Roy Lynch, Finance Officer



PHASE 1 - - - - -

ATTACHMENT - 1
STEWART ENGINEERING, INC.
General Conditions
(As of March 1, 2022)

1.01 Standard of Care

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

2.01 Additions/Change to Scope of Services

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

3.01 Payment

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

4.01 Termination

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

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

5.01 Indemnification and Insurance

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

6.01 Delay

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

7.01 Instruments of Service

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

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

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

8.01 Waiver of Consequential Damages

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

9.01 Limitation of Liability

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

10.01 Disputes

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



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

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

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

11.01 General Considerations

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

Client Initials: DC

