

April 12, 2018

Mr. Don Adams, County Manager
Jackson County
Jackson County Administration Center
401 Grindstaff Cove Road, Suite A207
Sylva, NC 28779

RE: Green Energy Park Master Plan
WR project 02180151.01

Don:

We want to thank you for the opportunity to provide a professional service proposal for master planning of the County's Green Energy Park. We realize the importance of providing the citizens of Jackson County with quality parks and recreation facilities that support a healthy and vibrant quality of life for the area. Attached you will find a scope of services fee proposal for your approval.

We have broken up the scope into multiple tasks that will include all presentations, site analysis, concept planning and a final master plan.

Please take some time to review the attached document and let us know if you have any questions or need additional information. Thank you and have a great day!

Sincerely,

WithersRavenel



Gary E. Warner, ASLA, AICP
Director, Parks and Recreation

Enclosure: Proposal for Professional Services

**Green Energy Park Master Plan
Jackson County, North Carolina
Professional Services Agreement**

A. PROJECT DESCRIPTION

WithersRavenel, Inc. (CONSULTANT) is pleased to present this AGREEMENT for the professional services of park planning to Jackson County (CLIENT) for the master plan of the County's Green Energy Park, an existing 25.6-acre site on Haywood Road in Dillsboro, North Carolina. The site is a closed county landfill that currently has vertical extraction methane wells and provides fuel for several studio and end users at the Park, including fuel for greenhouse boiler, kilns for glass blowing and fabric dying and a blacksmith forge. The site also is home to one of the County's Recycling Centers.

The goal of the project is to provide a master plan of proposed improvements to update the Park's existing facilities and provide additional recreation opportunities. The means of accomplishing this will include a design team with a broad range of professional disciplines and by drawing inspiration from trends in current park design.

The CONSULTANT shall furnish the following Scope of Services for Green Energy Park, consisting of site inventory & analysis, design programming, preliminary and final master planning, and an opinion of probable construction costs. The design development and construction drawing process for this facility is not included in this AGREEMENT.

B. ANTICIPATED PARK PROGRAM

The CLIENT has developed a preliminary park program to include, but not be limited to, the following:

- ▶ Relocated recycling center
- ▶ Animal rescue facility with dog runs
- ▶ Organized land uses and access around artist studios
- ▶ Innovation Center for use by university level researchers
- ▶ Dog park
- ▶ Walking and bicycling trails
- ▶ Parking

C. SPECIAL CONSULTANTS AND SERVICES TO SUPPORT DESIGN EFFORT

Specific subconsultants are included in the Basic Services. As the Project becomes more defined, we will be able to identify additional design subconsultants, if any, to further the design. If such services become necessary, and the CLIENT approves same in writing as Additional Services, these fees will be in addition to the compensation for the Basic Services set forth in this Proposal. The subconsultants included in the agreement and Basic Services include:

- ▶ Bunnell-Lammons Engineering – Geotechnical Engineers

The following special consultants may be required to support the design effort but are NOT INCLUDED in our scope or fee. Required services for these consultants have not been determined at this time. If such services become necessary and the CLIENT approves same in writing as Additional Services, these fees will be in addition to the compensation for the Basic Services set forth in this Proposal. These special consultants include but may not be limited to:

Zoning Consultant
Cost Consultant

Market/Economic Consultant
Traffic/Transportation Planning Consultant

Fountain Design
Structural Engineer

Environmental Consultant

D. SCOPE OF SERVICES

Task 1- Aerial Survey

The CONSULTANT will utilize aerial drones to conduct a UAS (Unmanned Aircraft System) based topographic survey of the site. Being well versed in aerial data collection, photogrammetric, and ground survey techniques, CONSULTANT will apply the most efficient and effective tools in order to deliver a value-added product to the CLIENT. Technologies such as UAS/Drone, aerial LiDAR, and terrestrial scanning as well as traditional surveying with both total station and GPS/GNSS will be employed as necessary. CONSULTANT has Professional Land Surveyors (PLS) well versed in all above technologies. Further analysis of the survey data is also possible in multiple software packages such as AutoCAD and ArcGIS for tasks such as slope analysis and overlay of all information into a GIS (Geographic Information System). Deliverables will include a high resolution orthophoto, full site contours at 1-foot intervals, 3D interactive model of the site, and planimetric data derived from the orthophotos and point cloud data.

Proper due diligence is required for all survey projects to establish special site conditions and access. For UAS projects additional steps must be taken to comply with FAA (Federal Aviation Administration) regulations for airspace, obstruction identification, and manned aircraft airport proximity. The CONSULTANT's FAA Part 107 certified UAS Pilot will complete the due diligence portion of the pre-flight planning for this project to ensure all safety and regulatory best practices are met or exceeded and communicate all flight information with the County. All flights will be conducted within Federal and State regulations for the local project site.

Deliverables (paper and electronic formats):

- ▶ *High-resolution orthophoto of site*
- ▶ *Full site point cloud at 0.2-foot accuracy*
- ▶ *Contour map at 1-foot intervals*
- ▶ *Aerial imagery/video of site*
- ▶ *Planimetrics derived from orthophoto and LiDAR data*

Task 2- Geotechnical Borings and Subsurface Evaluations

The CONSULTANT will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities around each proposed boring location throughout the project area. All utilities designated will be marked using the American Public Works Association (APWA) guidelines with marking paint and/or pin flags. At the conclusion of the utility investigation, the crew will provide a field sketch off all of the utilities designated around each boring location.

The CONSULTANT will explore subsurface conditions at the site with the performance of ten (10) soil test borings. From this exploration, a preliminary geotechnical report will be developed and provided to you. The specific scope of services will include:

- ▶ A site reconnaissance and establishment of boring locations by a geotechnical professional, using existing site features and estimating distances. The boring locations will be determined based on our correspondence, once a preliminary site drawing is provided. Mobilization of a truck-mounted drill rig to the site. No clearing or grading is anticipated or budgeted to access boring locations; borings will be placed in locations readily accessible to the drill rig.
- ▶ Performance of ten (10) soil test borings extending to depths of between 25 and 50 feet below the existing ground surface. A total linear footage of 375 feet is proposed for this project. Borings will be advanced to the assigned depths or until refusal, whichever occurs first.

- ▶ Measurements of groundwater depths (if encountered) will be obtained after a 24-hour time period has elapsed. Once stabilization measurements have been made, borings will be backfilled with on-site cuttings. Note that these backfill soils and patched boreholes might eventually settle, thereby creating a depression at the surface and possibly creating a trip hazard.
- ▶ Observation and stratification of the boring soil samples by a geotechnical professional.

Note that the assessment of site environmental conditions for the presence of pollutants in the soil, rock or ground water of the site is beyond the proposed scope of this exploration.

Deliverables (paper and .pdf formats):

- ▶ *Field sketch of utilities around each boring location*
- ▶ *Geotechnical boring locations, analysis and recommendations report*

Task 3- Site Inventory & Analysis

The CONSULTANT will prepare an aerial base with survey and GIS data to identify key assets and constraints of the site based on this data. During a site visit, significant elements may be identified with GPS units to mark their location. A composite analysis map will be prepared to serve as a base for park master planning. Specific items to be analyzed may include, but are not limited to:

- ▶ On-site analysis of existing conditions
- ▶ Existing/proposed vehicle access and parking conditions
- ▶ General review and analysis of existing park elements
- ▶ Evaluation of current operations for artist studios and recycling center

Deliverables (paper and .pdf formats):

- ▶ *Site analysis and existing conditions memorandum*
- ▶ *24" x 36" site analysis plan graphic*

Task 4 – Alternative Concept Plans

The CONSULTANT will develop up to three (3) alternative conceptual designs for the Park and will present the concepts to the CLIENT for review. These options will identify and locate any new building pads, organized parking, activity spaces, amenities, pedestrian walks and trails, vehicle access, potential landscape enhancement, and storm water management concepts, if applicable. After review with the CLIENT, the CONSULTANT will refine (if needed) the design in preparation for additional review.

Deliverables (paper and .pdf formats):

- ▶ *24" x 36" hand-drawn, black and white concept plans (for review)*

Task 5 - Preliminary Master Plan

Using feedback from the CLIENT, the preferred concept plan will be refined into a single Preliminary Master Plan for review by the CLIENT. Important issues to be addressed at this level will include the scope and location of site elements and potential phasing opportunities. Americans with Disabilities Act (ADA) and CPTED (Crime Prevention through Environmental Design) compliance techniques will be employed.

Deliverables (paper and .pdf formats):

- ▶ *24" x 36" hand-drawn, black and white concept plan (for review)*

Task 6 - Opinion of Probable Construction Costs

Base on the Preliminary Master Plan, the CONSULTANT shall prepare an Opinion of Probable Construction Costs. The anticipated costs will be based on the design, the CONSULTANT's past project experience and industry standards. The

Opinion of Probable Construction Costs will be used to assist the CLIENT and CONSULTANT in discussions of possibly phasing proposed improvements. Revisions to the Opinion of Probable Costs will be based on the Final Master Plan.

Deliverables (paper and .pdf formats):

- ▶ *Cost estimate spreadsheet*

Task 7 - Final Master Plan

Based on any remaining refinements identified during the CLIENT's review, the CONSULTANT will prepare the Final Master Plan for the Park. This final plan will include a narrative and graphic compilation of the proposed park improvements.

Deliverables (paper and .pdf formats):

- ▶ *24 x 36 color rendered, computer-drawn, illustrative master plan*
- ▶ *Cost estimate spreadsheet in Excel format (.xls)*

Task 8 - Public Presentations

The CONSULTANT will present the park concepts and plans at three (3) presentations to provide updates and to gather input and comments. The concept and plans will be presented with a rendered conceptual plan, character sketches, amenity photographs and anticipated park improvement details. The CONSULTANT will coordinate the time with the CLIENT. The CLIENT will schedule and arrange for the presentations. Results and a summary of comments from the presentations will be shared and discussed with the CLIENT to determine the design direction of the plans.

Deliverables (paper and .pdf formats):

- ▶ *Summary memorandum of comments and findings from public presentation*

E. ADDITIONAL SERVICES / EXCLUSIONS

Additional requested progress meetings or excluded tasks that are not included in the above listed scope of services are considered additional services. The CONSULTANT will furnish or obtain from others additional services that are not covered under Section B or specifically excluded, if requested in writing by the CLIENT, and accepted by the CONSULTANT. Additional services shall be paid by the CLIENT in accordance with the Fee Schedule outlined in Exhibit II. The proposal does not include following:

GENERAL EXCLUSIONS:

- ▶ Structural and or foundation design
- ▶ Boundary and Tree Surveys
- ▶ Design Development, Construction Drawings, Specifications and Permits
- ▶ Mechanical, Electrical and/or Plumbing Design
- ▶ Utility relocation coordination
- ▶ Air, water and noise quality testing plus community impact studies
- ▶ Hazardous material surveying
- ▶ Endangered Species Identification studies or Environmental Permitting
- ▶ Site power or electrical design
- ▶ LEED/Sustainable Site design certification
- ▶ Serving as an expert witness for the CLIENT in any litigation involving the project

Note: This list is not all inclusive and the Scope of Services defines the services provided by WithersRavenel for this proposal.

F. CLIENT RESPONSIBILITIES

The CLIENT will provide the CONSULTANT the following information as outlined below:

- ▶ Designate in writing a person to act as the CLIENT's representative with respect to the work to be performed under this AGREEMENT; and such person shall have the complete authority to CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered under this AGREEMENT.
- ▶ Arrange for and make provision for the CONSULTANT to enter the subject property as required for the CONSULTANT to perform services under this AGREEMENT.
- ▶ Provide and arrange a venue for all project meetings.
- ▶ Provide all criteria and full information as to the CLIENT's requirements for the project, and furnish copies of any prior survey documents, deeds, reports, master plans, and design and construction standards.
- ▶ CLIENT shall be responsible for acquisition of all off-site utility and/or construction easements if they become applicable for this project.
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance of the work
- ▶ Direct the CONSULTANT to provide Additional Services as stipulated in Section C of this Agreement or other services as required; and

G. COMPENSATION FOR SERVICES

Basic Services

The CONSULTANT proposes to provide the Scope of Services outlined in Section B for a lump sum amount. The budgeted total fee estimate for this contract amendment is a NOT TO EXCEED figure of Forty-Four Thousand, Four Hundred Twenty Dollars (\$44,420.00) as detailed below. This estimate has been provided in good faith and may not be exceeded without being substantiated and mutually agreed by the CONSULTANT and the CLIENT.

The CONSULTANT will submit monthly invoice statements to the CLIENT for all work completed. The amount of the statement will be based on the percentage of the project accomplished during the billing period. The CLIENT agrees to make prompt monthly payments in response to the monthly statements. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 90 days from date of invoice.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by THE CONSULTANT or our consultants in the interest of the Project. These expenses will be billed in accordance with Exhibit II and include but are not limited to the following:

- ▶ Mileage/Travel (for all meetings, site visits, public outreach)
- ▶ Courier Trips
- ▶ Prints/document copies (includes schematics, color renderings, plan drawings)
- ▶ Postage/FedEx
- ▶ Review Fees (if applicable)

Reimbursable expenses will be invoiced at actual cost and are estimated to be One Thousand, Eight Hundred Dollars (\$1,800.00).

H. TIMELINE FOR SERVICES

The CONSULTANT agrees to commence work upon receipt of written notice to proceed from the CLIENT. It is anticipated that this project will take approximately ten (10) weeks from the Notice to Proceed. The CONSULTANT will not be held responsible for any delays in time of completion resulting from:

- ▶ The CLIENT's failure to carry out any of the responsibilities listed under Section A and D in a timely manner
- ▶ CLIENT requesting Additional Services as outlined in Section C
- ▶ Any other circumstances beyond the control of the CONSULTANT

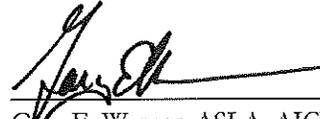
The time required to complete the design services listed in Section B (as well as Section C - Additional Services) will be extended by negotiation in the event the CONSULTANT is delayed by circumstances as listed in the above.

OFFERED BY:

ACCEPTED BY:

WithersRavenel

Jackson County



12 April, 2018

Gary E. Warner, ASLA, AICP
Director, Parks and Recreation

Date

Don Adams
County Manager

Date

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

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

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

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

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

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all

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

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

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

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

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

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

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and

CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

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

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

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

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

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

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

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

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

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

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

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

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



CONSULTANT does not have the right to stop the work of any contractor.

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

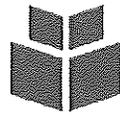


EXHIBIT II

Fee & Expense Schedule

WithersRavenel, Inc.

Description	Rate
Engineering/Planning	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Senior Project Manager	\$ 160
Project Manager	\$ 145
Assistant Project Manager	\$ 130
Project Coordinator	\$ 95
Senior Staff Professional	\$ 145
Staff Professional IV	\$ 125
Staff Professional III	\$ 115
Staff Professional II	\$ 105
Staff Professional I	\$ 95
Senior Designer	\$ 125
Designer II	\$ 110
Designer I	\$ 100
Senior CAD Technician	\$ 105
CAD Technician II	\$ 90
CAD Technician I	\$ 80
Senior Land Planner	\$ 115
Land Planner II	\$ 105
Land Planner I	\$ 95
Planning Technician	\$ 85
Senior Construction Manager	\$ 140
Construction Manager II	\$ 125
Construction Manager I	\$ 115
Senior Resident Project Representative	\$ 105
Resident Project Representative II	\$ 95
Resident Project Representative I	\$ 90

Description	Rate
Geomatics	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Geomatics Senior Manager	\$ 160
Geomatics Project Manager II (SR PM)	\$ 135
Geomatics Project Manager I	\$ 125
Geomatics Project Professional II	\$ 130
Geomatics Project Professional I	\$ 115
Geomatics CAD III	\$ 100
Geomatics CAD II	\$ 85
Geomatics CAD I	\$ 65
Geomatics GIS Specialist	\$ 110
Geomatics GIS Tech III	\$ 95
Geomatics GIS Tech II	\$ 80
Geomatics GIS Tech I	\$ 65
Geomatics Remote Sensing Crew (2 Man)	\$ 220
Geomatics Remote Sensing Crew (1 Man)	\$ 150
Geomatics Survey Crew III (3 Man)	\$ 185
Geomatics Survey Crew II (2 Man)	\$ 150
Geomatics Survey Crew I (1 Man)	\$ 125
Geomatics Survey Tech IV	\$ 95
Geomatics Survey Tech III	\$ 85
Geomatics Survey Tech II	\$ 65
Geomatics Survey Tech I	\$ 35
Administrative	
Office Administrator III	\$ 95
Office Administrator II	\$ 90
Office Administrator I	\$ 85
Administrative Assistant III	\$ 75
Administrative Assistant II	\$ 65
Administrative Assistant I	\$ 60

Description	Rate
Environmental/Geology	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Environmental Project Professional V	\$ 160
Environmental Project Professional IV	\$ 145
Environmental Project Professional III	\$ 130
Environmental Project Professional II	\$ 120
Environmental Project Professional I	\$ 110
Environmental Staff Professional III	\$ 105
Environmental Staff Professional II	\$ 95
Environmental Staff Professional I	\$ 85
Environmental Technician II	\$ 80
Environmental Technician I	\$ 70
Senior Biologist/Wetlands Scientist	\$ 135
Biologist/Wetlands Scientist III	\$ 115
Biologist/Wetlands Scientist II	\$ 105
Biologist/Wetlands Scientist I	\$ 95
Senior Hydrogeologist	\$ 155
Project Geologist II (Sr. Proj. Geologist)	\$ 130
Project Geologist I	\$ 110
Staff Geologist II	\$ 100
Staff Geologist I	\$ 90
Expenses	
Bond Prints (Per Sheet)	\$ 1.50
Mylar Prints (Per Sheet)	\$ 10.00
Mileage	Per IRS
Subcontractor Fees (Markup)	1.1 - 1.15
Expenses / Reprod. / Permits (Markup)	1.1 - 1.15
Shipping/Delivery	
UPS / FEDEX - Project Specific (Distance & Priority)	

Effective January 1, 2018 – Schedule is subject to change