
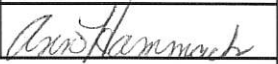


Chatham County Contract Routing Form

Department:		Manager's Office			
Return Contract To:		Bryan Thompson, Assistant County Manager			
Email Address:		bryan.thompson@chathamcountync.gov			
Contract File Name: <small>(Use: Vendor name, service, effective date) (Example: DukeEnergyPowerContract3.1.2024)</small>		McKim&Creed,Surveying and Subdivision,3.21.2024			
Project Code:					
1.	Contract Type: <small>(i.e., contract, agreements, memo of understanding, etc.)</small>	Professional Services Agreement			
	Contracted Services/Goods:	Surveying and Subdivision of Land - Courthouse Corners			
	Change Order Number/Addendum Number:				
	Vendor Name:	McKim & Creed			
	Effective Date:	3/21/2024			
	Ending Date:				
	Total Amount:	Not to exceed \$10,675.00			
			Yes	No	Date
2.	Department Head or their designee has read the contract in its entirety and signed here.	X		3/19/24	
3.	Town Attorney reviewed and approved the contract. <small>County</small>	X		3/25/24	
	This is an automatic renewal and does not require approval from the County Attorney. <small>(If this box is checked the County Attorney's Office has reviewed the contract by has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.)</small>		X		
4.	Technical/MIS Advisor has reviewed the contract if applicable.		X		
5.	Vendor has signed the contract.	X			
6.	A budget amendment is necessary before approval. <small>If budget amendment is necessary, please attach to this form.</small>		X		
7.	Requires approval by the BOC if over \$100,000.00.		X		
	Requires approval by the Manager if \$100,000.00 or less.	X			
8.	Submit To Manager's Office – Mailbox Labeled Contract Inbox.				

Check List	County Manager's Office Use Only	Date
	Form and Contract Received from Department	
	Contract Pre-Audited by Finance Director	3.26.2024
	Contract Signed by County Manager	3.25.2024
	Contract Sent to Department for Signatures if needed	
	Final Executed Contract Received from Department	3.20.2024
	Contract scanned	
	Original Contract Sent to Department	
	Contracted Added to Contract File	
	Contract Added to Website	

PROFESSIONAL SERVICES AGREEMENT

Proposal No. 240671 rev.
22824

This Agreement, made and entered into February 19, 2024, by and between McKim & Creed, Inc. (Consultant) and the Client identified herein, provides for the Consultant to furnish the Professional Services described under item 2 of this Agreement.

Client: Chatham County
 Client Billing Address
 PO Box 1809
 Pittsboro, NC 27312
 Client Contact Person: Bryan Thompson
 Client Phone # 919-545-8300
 Project Name: Minor Subdivision Plat of Historic Courthouse Parcel

IS CLIENT THE OWNER OF THE PROJECT PROPERTY?

Yes No

If answer is NO, please provide Property Owner Information

Property Owner Name

Property Owner Address

Does the Client Have the Property Owner's Authorization to Request these Services? Yes No

1. Location/Description of Project Site:
See Fig. 1 on the attached Exhibit

2. Scope of Services to be provided by Consultant:
Create a Minor Subdivision of the existing parcel of land of the Historic Courthouse Parcel
(Additional pages are identified as Attachment A):

3. The Compensation to be paid to Consultant for providing the requested services shall be
(If additional pages are necessary, they are identified as Attachment B):

Hourly at Consultant's Prevailing Hourly Rates, plus reimbursable expenses.

A Lump Sum fee of \$ 00.00, plus reimbursable expenses.

Hourly at Consultant's Prevailing Hourly Rates not to exceed \$ _____ without prior approval, plus reimbursable expenses.



Other – See Attachment A for Scope of Services and Fees

The Consultant is under no obligation to provide the services described until the Client has returned a properly executed copy of this Agreement. In the event the Agreement is not signed and returned within 30 days of the date above, Consultant reserves the right to modify or withdraw this Agreement at its sole discretion.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the attached General Conditions which are incorporated herein by reference.

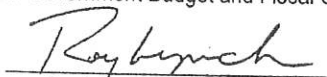
Client:

Consultant: McKim & Creed, Inc.

By		By	
Typed Name	<u>Dan LaMontagne</u>	Typed Name	<u>Robin L. Lee</u>
Title	<u>County Manager</u>	Title	<u>Director of Surveying- Raleigh</u>
Date	<u>3/25/2024</u>	Date	<u>02/19/2024, revised 02/28/24</u>

Distribution: Accounting, Client, Project Manager

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



Roy Lynch, Finance Officer

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Consultant") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) **Interest.** A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) **Suspension of Services.** If the Client fails to make any payment due the Consultant for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Consultant for Client, the Consultant may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Consultant shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) **Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

d) **Termination of Services.** The failure of the Client to make payment to the Consultant in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Consultant, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Consultant's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Consultant.

Confidentiality. The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Consultant pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Consultant, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Consultant shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

Opinions of Cost.

(a) Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional Consultant, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Consultant shall have no liability whatsoever if the actual cost differs from the Consultants estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Consulting services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Consultant as a result of such termination. In the event the Consultant's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Consultant for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Consultant, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Consultant pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Consultant for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client releases and shall indemnify and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or

adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

Liability. The Consultant is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Consultant agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Consultant, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Consultant will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

Limitation of Liability. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE CONSULTANT HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE CONSULTANT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Consultant on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000 or the amount of Consultant's fee for this project, whichever is greater. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$50,000 or the amount of Consultant's fee for this project is a specifically bargained-for provision of this agreement, reflected in Consultant's fee. The Consultant shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Consultant. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Consultant on account of or related to construction staking shall be limited to \$ _____, which amount shall be less than \$50,000, or the amount of the Consultant's fee for this project, whichever is greater. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Consultant's fee.

Client initials

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Consultant by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Consultant, the Client shall reimburse the Consultant for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to the defense of such litigation by the Consultant's employees.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Consultant and the Client with respect to its subject matter, and all negotiations 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.

Ownership of Instruments of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Photographs. Photographs of any completed project embodying the services of the Consultant provided hereunder may be made by the Consultant and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Consultant shall maintain copies of printed project documentation for a period of three years from substantial completion of Consultant's services. Consultant shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Consultant's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Consultant's prevailing hourly rates at the time of the request, plus expenses.

Betterment. If, due to the Consultant's error, any required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to

add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Consultant from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Consultant makes no warranties, express or implied, under this agreement or otherwise, in connection with the Consultant's delivery of electronic files.

Certifications, Guarantees and Warranties. The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a North Carolina corporation, and not against any of the Consultant's employees, shareholders, officers or directors.

Extension of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Consultant to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's

agreement with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Consultant's services and the Consultant assumes no responsibility to perform such services.

Severability and Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor and approved by the Consultant. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances, may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Consultant to specify any product or material, after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant. The Client further agrees that if any product or material specified for this project by the Consultant shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Consultant from any and all liabilities and waives all claims against the Consultant relating thereto.

Standard of Care. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Consultant shall be compensated

for services performed and charges incurred prior to such suspension and, upon resumption of services, the Consultant shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Consultant may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes to Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client releases the Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Consultant to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Consultant agrees to perform additional services hereunder, the Client and the Consultant shall negotiate and agree upon an additional fee to be paid to the Consultant for completion of the agreed upon Additional Services. The Consultant will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Consultant.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Consultant's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Consultant in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Consultant for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Consultant from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to

adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Consultant to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Consultant.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Consultant on the due date or fails to make any other payment due to the Consultant under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design without Construction Phase Services. If the services to be provided by Consultant hereunder do not include construction observation and/or construction administration services, or if such services are included in Consultants contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Consultant assumes no responsibility for interpretations of the Consultant's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Consultant for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Consultant's Work by others.

Unless, in the Consultant's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Consultant, Consultant will not be responsible to provide any Consulting or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Consultant shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Consultant shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly

attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Consultant Retaining Consultants. In the event that Consultant is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Consultant harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Consultant, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Consultant arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Consultant agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreements with the Consultant to the Owner.

Credit and Financial Obligations. Prior to commencement of the work, Consultant may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Consultant may also require such information at any time during the performance of Consultant's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Consultant identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Consultant and Consultant shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Consultant will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Consultant's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Consultant will be billed at the prevailing IRS mileage rate in effect at the time of travel.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Consultant provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information

should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Consultant will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Consultant provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Consultant's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Consultant are not to be used for construction purposes.



ATTACHMENT "A"

PROJECT UNDERSTANDING

We understand the scope of work from email communication with Bryan Thompson on February 9, 2024 to be providing surveying services for a Minor Subdivision Plat of Parcel # 89649 Chatham County Historic Courthouse Site, Town of Pittsboro, North Carolina. Said surveying services are described further below:

Project Details – Prepare a Minor Subdivision Plat of land containing approximately 0.82 acres into three(3) separate parcels of land. The Plat will meet the Standards of Practice of Land Surveying in North Carolina, NC General Statutes 47-30, and The Town of Pittsboro Planning Department subdivision regulations.

In order to create this Minor Subdivision, Plat the following tasks and objectives will need to be met.

SCOPE OF WORK

TASK 1 – Establishing Control and Perform Boundary Survey

- All survey work will be performed to the standards of practice for land surveying in North Carolina.
- Horizontal survey control will be referenced to State Plane Coordinate System of NC Grid (NAD83/2011).
- Perform a renaissance survey of the existing property corners and NC Geodetic Monument "COURTHOUSE."
- Establish a traverse along the existing property lines locating the existing property corners.
- Locate the existing courthouse, and adjoiner's building corners.
- Process the field information collected, map the existing features, existing property lines, and property corners in an AutoCAD Civil 3d file.

TASK 2 – Create a Minor Subdivision Plat

- Split the parcel of land into three(3) separate parcels of land.
- Tract one will consist of the existing building, and sidewalk.
- Tract two and three will consist of the existing adjoiner's building corners, and sidewalks.
- Set missing property corners

- Once the plat has been drafted, we will submit it to you for your review. If you have no comments our next step will be to submit it to the Town of Pittsboro Planning Department for their review.
- Upon review with the Town of Pittsboro we will address any comments from the planning department.
- Once we have met the requirements of the Town of Pittsboro Planning Department, we will prepare mylars to be signed by the owner and recorded with the County of Chatham County Register of Deeds office.

Our field technicians are outfitted with state-of-the-art equipment and our cad operators and workstations meet industry standards.

ASSUMPTIONS

- Survey Crews will have unhindered access to the site at the time of the survey.
- There will be no required training to prevent us from being on the job site.

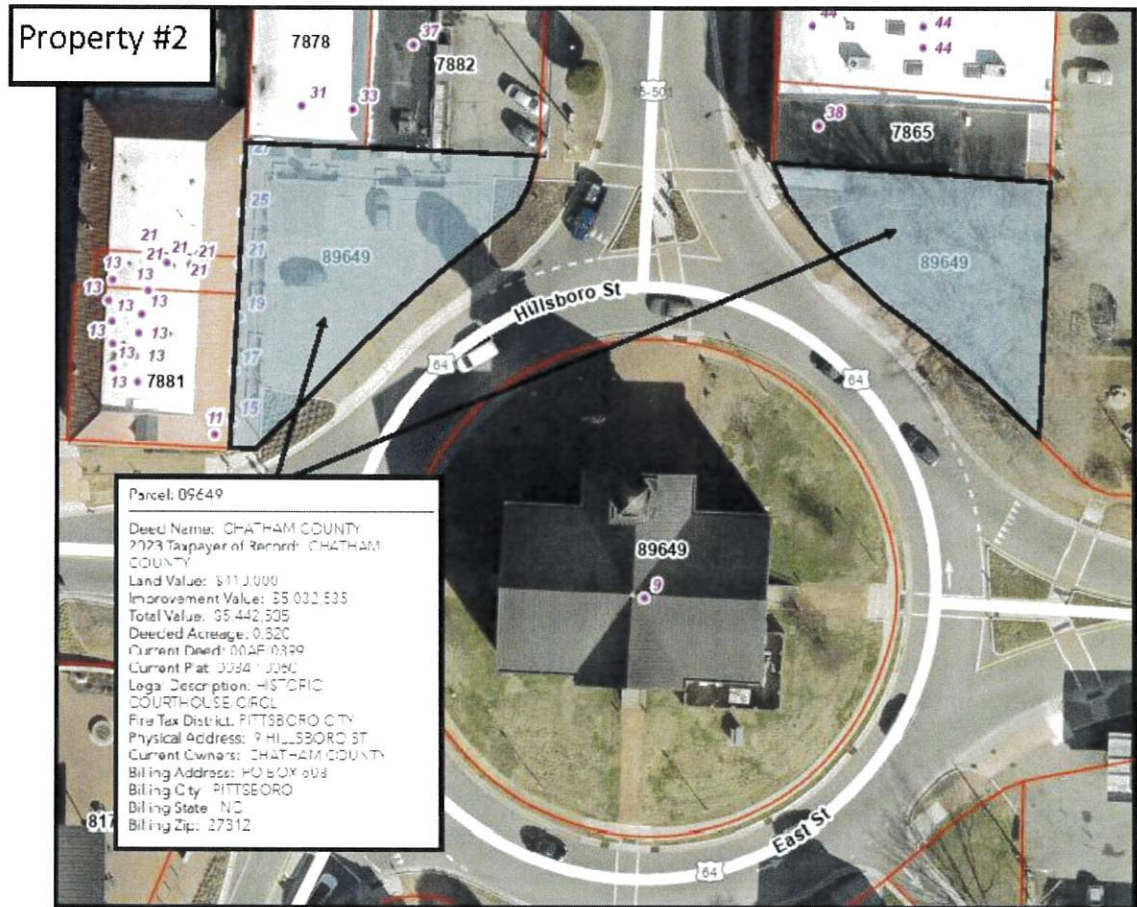


Fig 1.

ADDITIONAL SERVICES

Any services not reflected in the Scope of Services section of this Agreement, including but not limited to the following, are not included in this Agreement. Surveyor may elect to provide or coordinate these services, if requested, but they will be considered additional services. These additional services can be performed as mutually agreed upon by the Client and Surveyor and documented by a written addendum to this Agreement.

Additional Services not included in this proposal but can be performed upon request include:

- SUE (Quality Level B)
- SUE (Quality Level A)
- Special easement maps for common areas.
- Annexation plat, recombination plat, right-of-way, and easement abandonment plats.
- Wetland delineation

- Title Research/Title Reports
- Off-site utility surveys
- Right of way / easement negotiations / acquisition
- Preparation and attendance at court appearances for litigation.
- Project schedule extensions beyond our control.
- Providing project deliverables in formats other than those indicated.
- Topographic Survey
- Jurisdictional Determination Maps
- Tree Surveys

FINAL DELIVERABLES

- Preliminary Map for review by County
- Preliminary Map for review by the Town of Pittsboro
- Signed and Sealed Mylars

SCHEDULE OF SERVICES

- McKim & Creed can begin work on the Task 1 survey work within 7 – 10 business days of written notice to proceed, task 2 work is expected to be completed in an additional 20 business days. The remaining task are subject to the counties request for the services.

FEE

For services described in the above Scope of Work, the hourly not to exceed fee will be as follows:

Minor Subdivision Plat			
Task #	Description	Compensation Method	Fee Amount
Task 1 & 2	Boundary and Mapping	HRLY NTE	\$10,675.00
Total:			\$10,675.00

HRLY NTE – (Hourly Not to Exceed)

This work will be billed on an hourly basis. The fee based on the scope of work described is indicated in the table above. **The indicated amount will not be exceeded without your prior approval.**

Labor charges on hourly activities will be billed according to the Surveyor’s prevailing rate schedule at the time services are provided. Our current rate schedule is attached for your information.

GENERAL CONDITIONS

The following attachments will be deemed as part of this proposal and agreement:

1. McKim & Creed General Conditions (07/2016-2)

All work not described in the above scope of work will be deemed additional services and must be approved by authorized individuals of the client and McKim & Creed in writing prior to beginning the additional services.

This proposal is valid for 30 days from the date of the proposal. If the proposal is not accepted within 30 days, we reserve the right to revise or withdraw the proposal entirely at our discretion. If the proposal is not accepted within 30 days, the schedule will change accordingly.

We appreciate the opportunity to provide this proposal to you and look forward to working on the project with you.

Sincerely,

McKim & Creed, INC.



Robin L. Lee, PLS

Director of Surveying-Raleigh

Geomatics 2024 Schedule of Hourly Rates

<u>Employee Classification</u>	<u>(Rate/Hour)</u>
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Surveying

Sr. Surveyor / Project Manager III	\$260.00
Sr. Surveyor / Project Manager II.....	\$216.00
Sr. Surveyor / Project Manager I.....	\$185.00
Project Surveyor.....	\$165.00
Sr. Survey CAD Technician.....	\$140.00
Survey CAD Technician.....	\$105.00
Survey Field Supervisor.....	\$125.00
Project Coordinator I.....	\$100.00
Project Coordinator II.....	\$110.00
Project Coordinator III	\$130.00
Field Survey Party 1 Person Crew	\$120.00
Field Survey Party 2 Person Crew	\$190.00
Field Survey Party 3 Person Crew	\$245.00

Subsurface Utility Engineering

Regional SUE Director	\$300.00
Director of SUE	\$250.00
Utility Engineering Sr. Project Manager	\$230.00
Utility Engineering Project Manager.....	\$188.00
Utility Coordinator I.....	\$110.00
Utility Coordinator II	\$130.00
Utility Engineering Technician I.....	\$79.00
Utility Engineering Technician II.....	\$94.00
Utility Engineering Analyst	\$120.00
Utility Engineering Specialist.....	\$141.00
Utility Engineering Party 2 Person Crew	\$188.00

Geospatial Information Systems

GIS Specialist.....	\$121.00
GIS Technician II.....	\$99.00
GIS Technician I.....	\$79.00
GIS Analyst I	\$115.00
GIS Analyst II.....	\$125.00
LiDAR Field Technician.....	\$94.00
LiDAR Technician I.....	\$84.00
LiDAR Technician II.....	\$113.00
LiDAR Technician III	\$140.00
Photogrammetric Technician	\$109.00
Photogrammetrist.....	\$160.00

<u>Employee Classification</u>	<u>(Rate/Hour)</u>
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Hydrographic Surveying

Hydrographic Division Manager	\$195.00
Hydrographic Regional Manager	\$175.00
Hydrographic Project Manager.....	\$150.00
Hydrographic Project Coordinator I.....	\$120.00
Hydrographic Specialist III	\$150.00
Hydrographic Specialist II	\$130.00
Hydrographic Specialist I.....	\$110.00
Administrative Assistant.....	\$80.00
Project Administrator	\$90.00
Sr. Project Administrator.....	\$105.00

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

1710
SOMERSET
SERVICES