

July 21, 2022

Dennis Tharrington  
Innovative Green Builders  
112 Westlake Drive  
Henderson, NC 27536

RE: **Carey Chapel Village Master Plan**  
Project Proposal for Civil Engineering  
Henderson, North Carolina

Dear Dennis:

Thank you for your consideration of Grounded Engineering, Inc. (GROUNDED) for engineering design and consulting services for this project. I am excited for the opportunity to work with you and your team on this project.

## PROJECT UNDERSTANDING

Based on our recent conversations and research performed thus far, I understand the following regarding the project requirements and desired goals.

- The subject project is located in Henderson, North Carolina and is comprised of one (1) existing parcel. This parcel is identified by Vance County as PIN 053202005 and is approximately 46.5 acres in size.
- The parcel is currently owned by Innovative Green Builders (IGB);
- It is our understanding that the client previously submitted a subdivision master plan to the City of Henderson for review and approval. The previous plan was prepared by John Hamme Civil Engineer, PA;
- A portion of the subdivision has been constructed in previous stages. The client has attempted to submit the previously prepared subdivision master plan to the City for re-approval as the City cannot find record of the previous approval. The City has made a few comments and requested that additional information be provided on the plan. Grounded has been asked to reproduce the previous subdivision plan with the additional City requested information for IGB to submit to the City for re-approval;
- It is our understanding that IGB will provide electronic copies of the previous subdivision master plan for use in the recreation of the document. It is our understanding that IGB has secured permission from John Hamme to use the document(s);

Should any of the above information or assumptions be inconsistent with the planned project, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

## TASK 1 – Subdivision Master Plan:

Grounded will re-create the previously approved subdivision master plan using the John Hamme electronic file as the starting point. Grounded will make modifications to the lot lines that were constructed in the most recent phase if necessary to reflect changes. The rest of the lots that have yet to be built will be shown per the previously approved subdivision plan. Grounded's scope does not include review of the previously approved



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subdivision to determine compliance with current regulations. The plan provided by Grounded will be preliminary in nature and is not intended to be used for construction or lot recordation purposes. The subdivision master plan is anticipated to be one sheet.

## **DELIVERABLES**

Grounded will provide PDFs of the subdivision master plan.

## **PROJECT SCHEDULE**

A schedule has not yet been discussed or agreed upon.

## **PROJECT ASSUMPTION & EXCLUSIONS**

This proposal assumes the following

- No liability is assumed for the accuracy of other consultant's work (i.e. Previous Engineer, Planner, Architect, Surveyor, Landscape Architect, Geotechnical Engineers, Environmental Consultants, etc.) or information provided by others used in the production of our documents;
- All project meetings will be held in the Raleigh area;

Based on our understanding of the project needs, the following services have been specifically excluded from this proposal:

- Any item not specifically defined in this proposal;
- Site design and site permitting;
- Traffic impact analysis;
- Environmental studies (including wetland delineation, buffer determination, seasonal high-water determinations, and associated permitting);
- Flood study evaluations and permitting;
- Survey services;
- Landscape design services;
- Site electrical design (including site lighting design);
- Site irrigation design;
- Fire flow analysis (including hydraulic analysis);
- Geotechnical engineering (including pavement design);
- Structural engineering (including site, retaining wall, and dumpster enclosure design);
- Tree conservation mapping;
- Rezoning, special use permitting;
- Color renderings, animations or perspectives;
- Specifications (other than those provided on plans);
- Site Quantity Take-offs (including earthwork);
- Construction cost estimating;
- Construction observation/administration;
- Representation for court appearances for litigation, or preparation for the same;
- Certifications;
- As-Built / Record drawings;



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## CLIENT RESPONSIBILITIES

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

- Any electronic information that has been obtained or developed for this site, including but not limited to, an existing condition survey (boundary and topo), geotechnical report, and all current conceptual site plans;
- Access to the site;
- Payment of all application, review, and permit fees;
- Payment of all invoices per the conditions of the agreement;

## FEE SCHEDULE

We propose to contract on an hourly basis for services performed. We estimate a fee broken down as follows:

| <u>Task</u>                 | <u>Grounded Engineering</u><br><u>Task Fee</u> |
|-----------------------------|------------------------------------------------|
| 1 – Subdivision Master Plan | \$ HOURLY                                      |

We will not exceed the above fees without prior client approval. However, we reserve the right to revisit this proposal and fee if the project is delayed more than 60 days from the time of this proposal or if the project is delayed longer than 120 days once a contract is signed.

## UNIT RATES

The following are the hourly rates for Grounded Engineering. These rates will be used for any items that are considered outside of the scope of services provided in this proposal:

| <u>Classification</u>        | <u>Hourly Rate</u> |
|------------------------------|--------------------|
| Project Manager (Sean Dolle) | \$ 140             |

## RESIMBURSABLES

The following are reimbursable rates applicable to the scope of services provided in this proposal. Items listed below have not been included in the above listed project fees and will be invoiced as a separate line item on a monthly basis:

| <u>Classification</u> | <u>Rate</u> |
|-----------------------|-------------|
| Mileage               | \$0.58/mi   |
| Reproductions/Courier | As incurred |
| Postage/Express Mail  | As incurred |



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## Conditions of the Agreement

Grounded Engineering, Inc. (GROUNDED) and Innovative Green Builders (CLIENT)  
For Carey Chapel Subdivision Master Plan (PROJECT)

### 1.0 Payments on Account

Invoices for GROUNDED services shall be submitted, at GROUNDED's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered Past Due if not paid within 30 days after the invoice date.

Any inquiry or questions concerning the substance or content of an invoice shall be made to GROUNDED in writing within 10 days of receipt of the invoice. A failure to notify GROUNDED within this period shall constitute an acknowledgment that the service has been provided and is correct.

### 2.0 Late Payments

A service charge will be charged at the rate of 1.5% (18% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

In the event that any portion of an account remains unpaid 30 days after billing, GROUNDED may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

### 3.0 Insurance

GROUNDED shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance to protect GROUNDED from claims for negligence, bodily injury, death or property damage which may arise out of the performance of GROUNDED's services under this Agreement, and from claims under the Worker's Compensation Acts. GROUNDED shall, if requested in writing, issue certificate confirming such insurance to the CLIENT.

### 4.0 Indemnifications

The CLIENT shall indemnify and hold harmless GROUNDED and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by the CLIENT in performance of its services under this Agreement, subject to the provisions in the paragraph below on Limitations of Liability.

GROUNDED shall indemnify and hold harmless the CLIENT and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omissions by GROUNDED in performance of its services under this Agreement, subject to the provisions in the paragraph below on Limitations of Liability.

### 5.0 Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### 6.0 Limitations of Liability

In recognition of the relative risks, rewards and benefits of the PROJECT to both the CLIENT and GROUNDED, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, GROUNDED's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the total compensation received by GROUNDED for this PROJECT. Such causes include, but are not limited to, GROUNDED's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### 7.0 Reuse of Documents

All documents including reports, notes, calculations, computer files, drawings, specifications, and other documents, including those in electronic form, prepared by GROUNDED pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this PROJECT. They are and shall remain the property of GROUNDED. Any reuse without written approval or adaptation by GROUNDED is prohibited. The CLIENT agrees not to use GROUNDED generated documents for marketing purposes, for projects other than the PROJECT



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for which the documents were prepared by GROUNDED, or for future modifications to this PROJECT, without GROUNDED's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by GROUNDED will be at the CLIENT's sole risk and without liability to GROUNDED or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless GROUNDED from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suites, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

#### **8.0 Opinion of Probable Construction Costs**

When required as part of its work, GROUNDED will furnish opinions or probable costs, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepare by GROUNDED hereunder will be made on the basis of GROUNDED's experience and qualifications and will represent GROUNDED's judgement as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that GROUNDED does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

#### **9.0 Construction Phase Services**

If GROUNDED performs any services during the construction phase of this project, GROUNDED shall not supervise, direct or have control over contractor's work. GROUNDED shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. GROUNDED does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.

#### **10.0 Standard of Care**

GROUNDED and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. The CLIENT agrees that services provided will be rendered without warranty, express or implied. GROUNDED shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances and such other requirements in effect as of the date of execution of this agreement

#### **11.0 Mediation**

The parties hereby agree that they shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the construction industry mediation rules of the American Arbitration Association. Once a dispute or claim has arisen between the parties, mediation shall be conducted as soon as practicable. Either party may request mediation to any claims or disputes, at any time, by serving the other party with a written request for mediation setting forth the claim(s) or dispute(s) that are to be the subject of the mediation. The parties shall share any mediator fees and any filing fees equally. In addition, any Agreement reached in mediation shall be enforceable as a binding settlement Agreement in any court having jurisdiction over such Agreement.

#### **12.0 Termination**

Either party may terminate this Agreement at any time in writing with a minimum of seven business days notice. Upon such termination, GROUNDED shall be compensated for all work performed, pursuant to this Agreement, prior to receipt of said written notice.

#### **13.0 Severability**

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.



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## SUMMARY

If this proposal is acceptable, please sign and return a copy of the proposal. A copy will be executed and one will be returned to you for your files.

We appreciate the opportunity to provide you services and we look forward to working with you on this project. If you have any questions, please contact me directly at [sean@grounded-engineering.com](mailto:sean@grounded-engineering.com) or 919.621.3671.

### CLIENT

W. Dennis Tharrington

Name

Owner

Title

*W. Dennis Tharrington*

Signature

7/22/2022

Date

### GROUNDING

Name

Title

Signature

Date



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