



# Town of Holly Springs

## Town Council Meeting Agenda Form

Town Clerk's Office Use:

<b>Agenda Item #:</b>	<b>9g</b>
<b>Attachment #:</b>	<b>5g</b>

**Meeting Date:** May 15, 2018

**Agenda Placement:** Consent Agenda

(Special Recognitions (awards, proclamations), Requests & Communications (reports, information presentations), Public Hearings, Consent Agenda, Unfinished Business, New Business, Closed Session)

**Subject Title:** NC 55 Bypass Superstreet at Sportsmanship Way (TOHS# 16-020)

**Presenter Name(s):** Mary DePina

### **SUBJECT HIGHLIGHTS:**

The proposal is for additional services needed to complete the design of this project and to provide contract documents and bid preparation. The additional services include the following items:

- \* A landscape plan for the proposed medians,
- \* A construction plan for the replacement of an existing PVC sewer main with a ductile iron pipe.
- \* Bidding services including the preparation of the construction contract documents and bid preparation.

In 2016, the Town entered into an NCDOT Municipal Agreement for the construction phase of the Sportsmanship Way connection to the NC55 Bypass Superstreet. This project will provide a much needed connection to the North Main Athletic Complex. Town Council previously approved entering into the agreement with NCDOT which is for 3 years with a 80/20 split with total Federal Funds of \$1,200,000. The project is awaiting Construction Funding Authorization and will be ready to begin construction by this summer.

**Number of Motions with this Item:** 2

### **Suggested motion(s):**

Award contract for and approve funding in the amount of \$7,000 to WithersRavenel for additional design services.

### **Funds, if applicable, are to be appropriated from account(s) / line item(s):**

Transfer \$6,970 from Street Reserves 22.95 to Project account 48 815 12.01

### **Staff Review Record**

Are there exhibits for this agenda item? Yes

List them in order they should appear in packet: Agenda, Proposal

Department head initials and comments, if applicable:

Finance director initials and comments, if applicable: mmh

Town attorney initials and comments, if applicable: Jps

Town manager initials and / or comments:

Town clerk initials jp

# Town of Holly Springs Budget Amendment Request

BE IT ORDAINED by the Governing Board of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, \_\_\_\_\_.

Department: Engineering

Date Submitted: 5/15/2018

Reason for Budget Amendment: Sportsmanship way additional design services

(round to nearest \$25, \$50, \$75 or \$100; no cents)

Account Description	Account #	Increase	Decrease
Street Reserves	22.95		6,970
Sportsmanship Design	48 815 12.01	6,970	
<b>Total</b>		6,970	6,970

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Finance Director Signature

\_\_\_\_\_  
Town Manager Signature (if necessary)

\_\_\_\_\_  
Council Approved/Notified (if necessary)

Budget amendments under \$15,000, between departments, or reallocating funds from Capital Outlay or Salaries/Benefits must be approved by the Town Manager before submitting to Finance. Notified to Town Council at next meeting. Budget amendments that increase the overall budget need the Town Manager's signature and Council approval. Budget amendments \$15,000 and over need the Town Manager's signature and Council approval.

**Town of Holly Springs  
Sportsmanship Way / NC 55 Bypass Intersection  
Proposal for Additional Services**

**A. PROJECT DESCRIPTION**

This Proposal is for additional professional services to the original agreement for the proposed superstreet intersection at NC 55 Bypass and Sportsmanship Way adjacent to the North Main Athletic Complex. The work limits for the proposal are the same as noted in the original agreement and as more detailed below.

This Scope of Services contained herein includes landscape architecture services, utility services and bid phase services.

**B. SCOPE OF SERVICES**

*Task 1- Landscape Services*

WithersRavenel will prepare the construction plan and supplementary specifications to provide landscaping (shrubs, grasses and ground cover) in the median on NC 55 Bypass for approximately 1200 feet beginning just north of Sportsmanship Way, and in the median on Sportsmanship Way for approximately 40 feet beginning just east of NC 55 Bypass. This plan will detail the planting areas and will include the plant schedule (plant type, quantity, size) as well as the requirements for installation of the landscaping. This task includes coordination with the Town and NCDOT to accommodate the new Ting Park sign in the landscaped median.

*Task 2- Sanitary Sewer Replacement Services*

WithersRavenel will prepare construction plans and supplemental specifications for the replacement of approximately 230 feet of existing sanitary sewer along the east side of NC 55 Bypass at Sportsmanship Way. The existing 12" PVC sewer main must be replaced with a 12" ductile iron sewer main in order to carry the additional loading due to the fill required for the proposed intersection improvements. This task includes the following:

- ▶ Sanitary sewer plan and profile;
- ▶ Traffic Control Plan update;
- ▶ Sanitary sewer construction details;
- ▶ Sanitary sewer supplementary specifications.

*Task 3- Bidding Services*

WithersRavenel will perform public bid phase activities including the following:

- ▶ Conduct pre-bid meeting;
- ▶ Prepare bid advertisement (to be posted by Town of Holly Springs and NCDOT);
- ▶ Furnish construction documents to bidders via an electronic bidding service;
- ▶ Answer contractor questions during bidding (assumed 5 hours);
- ▶ Prepare and issue addenda;
- ▶ Attend and assist Town with bid opening;
- ▶ Evaluate bids and prepare bid tabulation;
- ▶ Prepare award recommendation to the Town of Holly Springs;
- ▶ Attend pre-construction conference.

The above services apply to only one (1) bidding cycle, i.e. it does not include multiple bid attempts due to insufficient, incomplete and/or non-compliant bids and due to rejection by the Town of Holly Springs.

### C. EXCLUSIONS

The proposal does not include the following:

- ▶ Sanitary sewer design;
- ▶ Roadway design except for that needed for repairs related to sanitary sewer installation;
- ▶ Retaining wall design;
- ▶ Site Signage and/or Monumentation design or permitting;
- ▶ Hardscape Design;
- ▶ Irrigation Design;
- ▶ Preparation of machine control files;
- ▶ Subsurface utility engineering (SUE) for existing utilities;
- ▶ Bidding services for more than one (1) bidding cycle;
- ▶ Lighting Plan;
- ▶ Construction administration services;
- ▶ Construction management services;
- ▶ Record Drawings/As-Builts including survey, except as described above;
- ▶ Engineering Certifications;
- ▶ Survey Services;
- ▶ Permitting;
- ▶ Traffic capacity analysis;
- ▶ Signal programming;
- ▶ Traffic management and pedestrian management plans;
- ▶ Decisions requiring an attorney at law.

Note that this list is not all inclusive and the Scope of Services defines the services provided by WithersRavenel or their subconsultants for this proposal.

### D. ADDITIONAL SERVICES

Additional requested progress meetings or excluded tasks that are not included in the above listed Scope of Services are considered additional services. Should WithersRavenel be requested to assist with other services, the services will be billed as additional services at the hourly rate as identified in the fee schedule in effect at the time of service.

### E. EXPENSES

Expenses for items such as prints, copies, mileage and any fees paid shall be reimbursable in accordance with the rate schedule provided.

### F. COMPENSATION FOR SERVICES

WithersRavenel, Inc. proposes to provide the services outlined in Task 1, Task 2 & Task 3 on a fixed fee basis for the fees indicated below. The services outlined in Task 6 will be provided as needed on a time and materials basis not to exceed the fees indicated below, and in accordance with the attached rate schedule.

Task Number	Task(s)	Fee
Task 1	Landscape Services	\$1,700
Task 2	Sanitary Sewer Replacement Services	\$2,000
Task 3	Bidding Services	\$2,970
Task 6	Expenses	\$300
<b>OVERALL TOTAL</b>		<b>\$6,970</b>

The Client agrees to make prompt monthly payments in response to the monthly statements. Interest shall be charged at the rate of 1.5 percent per month on all balances due over 90 days from date of invoice.

**G. TIMELINE FOR SERVICES**

WR will begin work as expeditiously as possible upon receipt of executed contract. The services outlined in Section B will be completed in accordance with the current project schedule.

**H. ACCEPTANCE**

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and the Town of Holly Springs for the basic services outlined in Section B of this document. The terms outlined in the attached Exhibits - Standard Terms and Conditions (Exhibit I) and Fee & Expense Schedule (Exhibit II) shall be considered a part of this agreement.

Thank you for considering WithersRavenel for these services.

WithersRavenel



Frances S, Gallagher, PE  
Project Manager



Brock M. Storrusten, PE  
Director, Land Development

Exhibit I - Standard Terms and Conditions  
Exhibit II - Fee & Expense Schedule

**Town of Holly Springs**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Description	Rate
<b>Engineering / Planning</b>	
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
<b>Geomatics</b>	
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
<b>Administrative</b>	
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
<b>Environmental / Geology</b>	
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
<b>Expenses</b>	
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
<b>Shipping / Delivery</b>	
UPS / FEDEX - Project Specific (Distance & Priority)	