

November 10, 2021

Spirited Cyclist  
940 Jetton St Unit 14  
Davidson, NC 28036

Attn: James Good  
Via Email: james@spiritedcyclist.com

Re: Spirited Cyclist  
Huntersville, North Carolina  
DPR Project # 21079



Dear James:

DPR Associates, Inc. (DPR) is pleased to submit our proposal for Civil Engineering and Landscape Architecture services for the proposed project, Spirited Cyclist, located in Huntersville, North Carolina (Project). Spirited Cyclist will be defined as “Client”. The project site is understood to occur entirely within the boundary of tax parcel ID 00911106 (approx. 0.870 acres).

## 1. BASIC SERVICES

DPR’s site planning, civil engineering and landscape architecture services consist of the phases described below and include the administration necessary to assist the Client in filing the required documentation and obtaining approval of the Basic Services documents.

### 1.1 SITE DESIGN + CIVIL ENGINEERING

#### Design areas/scope:

- Building frontage/entry improvements
  - *Includes sidewalk as required by NCDOT/Town of Huntersville, new lead walk to building entry, and bike racks.*
- Parking lot improvements
  - *Includes modifications to existing parking lot (restriping, modifications for required landscaping, etc.)*
- Coordination with adjacent parcel (parcel ID 00911107) on shared driveway design
- Code required landscaping

### PRE-DESIGN + DUE DILIGENCE

DPR shall attend a kickoff meeting with the Client and project architect to review the project, desired program, expectations, and anticipated schedule. Initial project research including, but not limited to, site visit to review existing conditions, review of project information, zoning ordinance research, and preliminary coordination with review agencies will be completed under this phase of work.

#### Meetings

- One (1) project kickoff meeting with Client (complete).
- One (1) site visit to review project site + existing conditions.

Note: Kickoff meeting may be held via video/screen share conference.

### CONSTRUCTION DOCUMENTS

Based on the Client program/input and comments previously received from the Town of Huntersville Client, DPR will prepare plans with sufficient detail for construction and to obtain approval from The Town of Huntersville Land Development department and NCDOT Driveway Permits (Public Roadway Improvements are not anticipated or included in the proposed scope). DPR shall prepare and coordinate with Owner the filing of documents required for the approval of governmental authorities having jurisdiction over the project. (Submittal/application fees and signatures are to be provided by Owner.)

DPR will rely upon the Owner to administer the construction and hire contractors familiar with the generally accepted standards and requirements for work of this nature. Therefore, DPR will not prepare detailed written specifications

describing each detailed requirement of the work. DPR construction documents will have adequate details, notes, and specification references sufficient for contractors to bid and construct the work.

Services in this phase include:

Site Design

- Cover Sheet and Notes
- Demolition and Erosion Control plan + Erosion Control Details
- Site and Landscape plan + Site Details
- Accessible route and Truck Routing plan
- Grading and Utility plan including finished floor elevations, spot elevations, and 1' contours
- BUA (built-upon area) study

Note: It is anticipated that the proposed grading design will include minor adjustments for accessibility and new building entrances/connections, the majority of the existing parking lot elevations will be maintained. It is anticipated that the project scope/improvements will not result in a net BUA increase and therefore stormwater management design is excluded from this phase.

Water + Sewer Services Design

- Addition of backflow prevention assemblies to existing domestic water service
- Backflow applications
- Relocation/addition of fire department connection

Note: It is anticipated that the only water services design required for the project will be modifications to the existing services to meet current standards/code. It is anticipated that the existing septic system will be utilized and therefore new sewer services design is excluded from this phase.

Code Required Landscape Design

- Planting plan
- Planting schedule
- Planting details

Note: It is anticipated that the only landscape design for the project will be code required landscape to bring the existing site and parking lot up to current standards/code.

Deliverables:

- 100% Construction Documents (24x36) delivered to Client in PDF format.

Meetings:

- Three (3) meetings to review the Construction Documents + coordinate with project team.
- One (1) meeting to review Land Development review comments with Town Staff (if required).

Note: Meetings can be held in person or via video/screen share conference.

**SEWER SERVICES DESIGN (OPTIONAL)**

Should it be determined that the project will not utilize the existing septic system, DPR will prepare plans for one (1) new sanitary sewer lateral/service connection. Plans will be of sufficient detail for construction and to obtain approval from CLTWater and NCDOT.

Sewer Services Design

- Plan and profile for new sewer lateral, cleanout, and connection to sanitary sewer main.
- Applicable sewer and structure details
- Encroachment exhibits for NCDOT

**BUILDING PERMIT ASSISTANCE**

DPR will assist the Client during the building permit process with Mecklenburg County. This includes Zoning, Fire Department, and Backflow Services. DPR will use the approved Land Development plans for the initial building permit submittal. Small site plan adjustments to approved LD plans are anticipated. Any major changes such as grading revision, storm drainage system, etc. that would result in resubmitting plans back to the City Land Development or Charlotte Water for review/approval are considered Additional Services, per Section 2.

## CONSTRUCTION PHASE SERVICES

DPR will assist the Client during construction administration and field observation, as requested by the Client on an hourly basis. DPR will advise Client and will not be responsible for means, methods, or procedures of the Contractor, who shall be solely responsible for construction in accordance with good construction practices, the contract documents, the relevant Codes, and governmental requirements for construction, site safety and public protection during construction, including without limitation, traffic management, erosion control, hazardous substances. DPR will conduct periodic site observations only as requested by Client during construction, will also prepare at Client's direction as-built certifications of the work. DPR's time/effort will vary depending on Client's needs, Project needs, and particular construction issues. Services provided in this phase may include the following, all of which shall be billed hourly and paid for by Client:

### Services in this phase include:

- Attendance at pre-construction meeting with contractor
- Site visits to generally observe construction progress
- OAC meetings/conference calls
- Review of RFI's, shop drawings, and submittal packages
- Platting assistance

Note: It is anticipated that the Client's surveyor will prepare and file all required plats. DPR's "platting assistance" scope is only for the review of plats as it relates to elements on the design documents (easements, lot lines, dedications, etc.).

## 2. ADDITIONAL SERVICES

Any services outside of the scope of the "Basic Services" in this agreement shall be charged as Additional Services and paid by the Client as hereinafter provided. DPR shall obtain approval from the Client before commencement of Additional Services. Additional may include:

- Meetings in addition to those outlined in the "Basic Services".
- Providing services to investigate existing conditions, facilities, or to verify the accuracy of drawings or other information furnished by others.
- Making revisions in drawings or other documents when such revisions are inconsistent with approvals or instruction previously given by Client or are due to causes beyond the control of DPR.
- Value engineering revisions requested after approval of design development drawings.
- Review/evaluation of contractor bids/pricing.
- Revisions made necessary by default of a Contractor in the performance of the Construction Documents, or additional work due to failure of Contractor to notify DPR at appropriate times for utility inspections at critical stages of the work.
- Providing quantity takeoffs, construction cost estimates, and/or assisting Client in bond estimates.
- Structural engineering design services including retaining wall design.
- Preparation of LEED (or equivalent green building/site standard) documentation, supporting information, or exhibits.
- Preparation of written specifications.

## 3. CLIENT RESPONSIBILITIES

- The Client shall designate a representative authorized to act in his behalf with respect to the Project. The Client or the representative shall examine documents submitted by DPR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of DPR's work.
- The Client shall provide full information regarding the site related requirements for the Project.
- The Client will provide a partial topographic survey from a registered land surveyor including existing roads, public utilities, and privately located utilities.
- The Client shall provide design information for the adjacent parcel (parcel ID 00911107) that is currently in design and may impact the Project's shared driveway design and coordination with NCDOT.
- The services, information, survey, and reports required to complete the design, shall be furnished at the Client's expense, and DPR shall be entitled to rely upon the accuracy and completeness thereof.

## 4. FEES + PAYMENTS

4.1. The Client shall pay DPR fees as follows, plus reimbursable expenses.

### 1.1 SITE DESIGN + CIVIL ENGINEERING

PRE-DESIGN + DUE DILIGENCE	LUMP SUM	\$ 1,000
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CONSTRUCTION DOCUMENTS	LUMP SUM	\$ 13,500
SEWER SERVICES DESIGN (OPTIONAL)	LUMP SUM	\$ 3,500
BUILDING PERMIT ASSISTANCE	LUMP SUM	\$ 1,500
CONSTRUCTION PHASE SERVICES	HOURLY	\$ Hourly

**4.2. ADDITIONAL SERVICES AND HOURLY RATES**

Hourly services and additional services shall be paid by the Client to DPR based upon the following hourly rates:

Principal	\$155.00 - \$ 185.00	Project Manager	\$110.00 - \$145.00
Project Engineer	\$ 90.00 - \$ 135.00	Project LA	\$ 90.00 - \$135.00
Project Designer	\$ 70.00 - \$ 100.00	Admin. Staff	\$ 50.00 - \$ 65.00

These hourly rates are valid for 12 months. If after 12 months, work is continued for the project, hourly rates will be subject to change.

**5. CLIENT RESPONSIBILITY FOR MAINTENANCE**

The Client acknowledges and agrees that proper to the Project maintenance is required during construction and after the Project has been completed. A lack of or improper maintenance may result in damage to property or persons. The Client further acknowledges that, as between the parties to the Agreement, the Client is solely responsible for the results of any lack of or improper maintenance before, during, or after construction.

**6. THIRD PARTY BENEFICIARIES**

Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except DPR and the Client.

**7. AGREEMENT**

We appreciate the opportunity to submit this proposal. If acceptable, please sign, date, and return one executed copy for our files. We will begin our initial work upon your authorization, and jointly develop a schedule for completion of our work.

Sincerely,  
DPR Associates, Inc.



Cassidy Michaux, PLA  
Principal

Accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(For Client)

This agreement is subject to the terms and conditions (Attachment A), which is incorporated into and made a part of this agreement.

**Attachment A**  
**Standard Terms and Conditions**

**CLIENT's Responsibilities** In addition to other CLIENT responsibilities set forth in this Agreement, Client shall at his expense provide:

- a. All criteria and full information as to CLIENT's requirements including objectives, and expectations for CLIENT related design and construction standards, prior to commencement of Design Development, Certified Boundary and Existing Conditions Survey, including but not limited to: adjacent property information; all existing structures with dimensions, rims and inverts as applicable; all site improvements; topography at 1' contour interval, tree survey, location of all easements; underground utilities; wetlands locations; deed restrictions; encroachments; public right of ways adjacent to the site; and any off-site utilities as necessary to serve the site.
- b. Additional information that may be required, including: Subsurface Conditions reports; Environmental Assessments; Approved Rezoning Documents; Traffic Impact Analysis Reports; additional Underground Utility locations, Wetlands reports and permits, previous studies, plans and agency approvals or other documents pertaining to the project that are relative to the project.
- c. Prompt written notice to DPR whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of DPR's services, or any defect or nonconformance in DPR's services or the work of any Contractor for the Project.
- d. Payment for all Agency review, permitting, inspection and similar project fees.
- e. Payment for DPR's time and legal fees related to analysis and revisions to contract agreements initiated by CLIENT after signing of original contract.
- f. Location and identification of buried or subsurface utilities, underground features, or hazardous conditions shall be solely the responsibility of Client.

**DPR's Scope of Services** DPR shall be obligated to perform only the services described in this proposal and as otherwise directed by the Client in writing, for the agreed upon fee and arrangements stipulated. No representation is made that DPR is responsible, or accepts responsibility, for (i) certification as to the accuracy or sufficiency of any document or design document prepared by others and provided by CLIENT or as directed by CLIENT, including Geotechnical services and Contractor's services for design engineering of retaining walls or other structures; or (ii) assurance of favorable or timely approval, permitting and licensing action by governmental agencies as a result of services provided by DPR. DPR shall not be responsible for changes to governmental regulations or approvals, inability to obtain materials or service, strike, acts of war, acts of God, acts of any third party, Client actions, or any cause beyond reasonable control of DPR.

**Fees and Compensation** DPR shall invoice CLIENT monthly for work performed under this contract. The amount billed shall be based on DPR's opinion of the portion of the total services completed during the billing period relative to the entire scope of services. In the event that CLIENT requests DPR to perform services not specifically described in the Scope of Services, CLIENT agrees to compensate DPR for such services in accordance with DPR's current hourly rates unless a written agreement or amendment to this contract has been signed by both parties otherwise indicating the basis of such additional services compensation.

**Payment Terms** Compensation shall be paid to DPR in accordance with the following provisions:

- a. Payment of Invoice is due within 30 days of CLIENT's receipt of invoice. Interest will be added to accounts not paid within 45 days at the rate of 1.5% per month.
- b. If CLIENT takes issue or objects to any portion of an invoice, CLIENT shall notify DPR in writing within fourteen (14) calendar days of the invoice date, clearly identifying the nature of the issue or objection. CLIENT shall pay DPR for all portions of the invoice that are not in dispute as governed by the payment schedule. Any invoices not disputed within fourteen days shall be deemed accepted and not in dispute.
- c. If CLIENT fails to make any payment due to DPR under this or any other Agreement within 30 days after receipt of the invoice, DPR may, after giving five (5) day notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full.
- d. If DPR initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, reasonable attorney's fees, expert's fees and other expenses related to the proceedings. Such expenses shall include the cost at DPR's normal billing rates, of the time devoted to such cost of collection by its employees.

**Reimbursable Expenses** Client shall reimburse DPR for all expenses necessarily or reasonably incurred by DPR in connection with the performance of professional services for CLIENT at cost plus 15%. Expenses include, but are not limited to: transportation and subsistence incidental thereto; data processing expenses of outside consultants or services not specified as part of a Lump Sum item; reproduction and printing costs; delivery; shipping and courier expenses; and other out-of-pocket expenses incidental to DPR's performance of service.

**Insurance** DPR is protected by Workers' Compensation insurance, Professional Liability insurance, and General Liability insurance and will exchange certificates of insurance upon request. CLIENT shall require Contractor to purchase and maintain general

liability and other insurance as needed and the Contractor shall include DPR and CLIENT as additionally insured.

**Risk Allocation** Services performed by DPR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, and document or otherwise. In addition:

- a. DPR shall indemnify and hold harmless CLIENT, CLIENT's Officers, Directors, Partners, and Employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of DPR or DPR's Officers, Directors, Partners, Employees, and DPR's Consultants in the performance and furnishing of DPR's services under this Agreement.
- b. CLIENT shall indemnify and hold harmless DPR, DPR's Officers, Directors, Partners, Employees, and DPR's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of Engineers, Architects, Attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's Officers, Directors, Partners, Employees and CLIENT's Consultants with respect to this Agreement or the Project, and any hazardous materials located on the Project, underground utilities, recognized environmental conditions.
- c. In the event multiple parties are found to be negligent, DPR's liability shall not exceed the percentage share of DPR's negligence to the total negligence of all other entities and individuals.
- d. DPR's total aggregate liability to the Client shall not exceed twice the total compensation received by DPR under this Agreement or \$50,000, whichever is greater. Under no circumstances shall DPR be liable for lost profits, finance charges interest, incidental damages, or consequential damages, of any kind whatsoever, including without limitation for extra costs or other consequences due to changed conditions, unknown/undisclosed site conditions, or for costs related to the failure of Contractors to perform work in accordance with the plans and specifications.

**Dispute Resolution** All claims by CLIENT arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. If any judgment or award is in favor of DPR, Client shall reimburse DPR for reasonable attorney's fees, experts' fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined at DPR's normal hourly billing rates, of the time devoted to the proceedings by DPR's employees.

**Design Error Contingency** Client recognizes that no set of plans or specifications is perfect and may contain errors. Client shall therefore maintain a contingency fund in the amount of three percent (3%) of the total Project Cost ("Design Contingency"). Client waives any breach of contract or negligence claims against DPR unless the cumulative cost to the Client of correcting the DPR's errors and omissions exceeds the Design Contingency, and thereafter DPR's liability shall be only those accumulated costs in excess of the Design Contingency.

**Betterment** If any required item or component of the Project is omitted from DPR's Construction Documents, DPR 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. However, if an item or component is omitted and said item or component is determined to be necessary by Client for the contractor to construct the Project in accordance with the Client's understanding of the Project or DPR Construction Documents' intent, then DPR, at no additional cost to the Client, shall be responsible for providing all required modifications to the DPR Construction Documents, including but not limited to preparing and issuing revised DPR Construction Documents. Subject to the foregoing, in no event will DPR be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

**Certificates** DPR shall not be required to execute any certifications or other documents that might, in the judgment of DPR, increase DPR's risk or affect the availability, applicability, or cost of its insurance.

**Use of Documents** All documents, including but not limited to drawings, specifications and data stored electronically, prepared by DPR under this Agreement are related exclusively to the services described in this Agreement, and shall be and remain the property of DPR. CLIENT shall have non-exclusive, nontransferable license to use, copy, and reproduce the Documents for the construction, repair and maintenance of the Project only. They are not intended for partial use or reuse by CLIENT or others on extensions of this Project or any other Project. Any modifications made by CLIENT to any of DPR's documents will be at CLIENT's sole risk and without liability to DPR, and CLIENT shall indemnify, defend and hold harmless DPR from all claims, damages, losses and expenses there from. Any adaptation or use on other Projects not expressly part of this Agreement shall entitle DPR to further compensation at rates to be agreed upon prior to the reuse of the documents. Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of DPR, in the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by DPR, the hardcopy shall govern.

**Applicable Law** Unless otherwise specified, this Agreement shall be governed by the laws of the State of North Carolina.

**Severability** If a provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

**Termination** This Agreement may be terminated, by CLIENT or DPR, at any time, with 7 days written notice through no fault of the terminating party. In the event of termination of this Agreement by CLIENT or by DPR, in addition to the Payment Terms above, DPR shall be entitled to invoice and be paid by CLIENT for services and expenses directly attributable to termination, both before and after the effective date of termination.