



STEWART

We have outlined our process below and included several objectives, meetings, and deliverables we foresee during each step of the process:

SCOPE OF SERVICES

STEWART agrees to provide the work required to complete the following tasks:

Task 1 - Due Diligence:

Under this task, our team will research and conduct a full audit of available information pertaining to the site including, but not limited to, the Owner approved Design Guidelines and Durham Regulatory Ordinances. Based on previous surveys, available GIS data and information provided by the owner, STEWART will provide an in-depth inventory and analysis of the site to include, but not be limited to, the following: existing conditions, zoning and potential zoning options, Unified Development Ordinance requirements, submittals, approvals and permitting, utility infrastructure, stormwater considerations, topography, vegetation, slopes, lot constructability, setback, geological assessments, and environmental constraints.

In order to complete the audits and analysis of the existing site conditions, launching the environmental, geotechnical, and surveying work are critical path items. While we are extremely familiar with Durham's UDO as it relates to Southside, this information is critical for generating a sound and responsible design that meets the project goals and objectives and the permitting timeline can vary depending on the workloads and schedules of the State review agencies. We also have experienced review schedule delays with City departments as their workload has increased. These processes would begin immediately upon notice to proceed and we would provide the Owner with the following deliverables:

- Federally Protected Species Audit
- Stream Determination Letter
- Geotechnical Report
- Topographic & Boundary Survey
- Specimen Tree Survey
- Summary of audit, inventory, and analysis for the project area

Additionally, the following services will be provided under Task 1:

1. Kick-off meeting and coordination with the Owner (assumes one, 2 hour meeting for two staff members and Director of Design)
2. Site visit
3. Coordination with the Architect & Owner to finalize the scope and contract

Task 2 - Kick-Off Workshop:

We feel the success of this project will be grounded in the input we receive from the City of Durham and stakeholders who have already begun to envision the future development of Beamon Place. Once the work described in Task 1 above has been initiated and is underway, STEWART will coordinate a kick-off workshop to clearly define the project scope, goals, and objectives. We will want to bring together the appropriate stakeholders to develop a synergy and sharing of ideas to move this project forward in a direction that meets and exceeds your expectation. Because STEWART's staff is extremely familiar with Southside Phase I, we are also familiar with the stakeholders, City staff and decision makers for this project. There will be little to no learning curve which will save time and expense to the project. STEWART will develop up to three (3) conceptual plans for the project which may



be used during the workshop to aid in providing fruitful input and feedback. The objectives of Task 2 will include, but not be limited to:

- Establish vision, goals, and strategies that are consistent with the initial Master Development Plan prepared by STEWART and based on a one day charrette with citizens and stakeholders that STEWART leadership leads.
- Garner input from the Owner and stakeholders as well as the neighbors and adjacent church, as appropriate.
- Develop a schedule to track project milestones, stakeholder meetings, presentations, and deliverables.
- Make presentations to Council at appropriate times.

(includes one, 4 hour meeting for two staff members, Director of Design, and architect)

Task 3 - Conceptual Master Plan:

Based on the information obtained in Tasks 1 and 2, STEWART will work with the project team to prepare a conceptual master plan that will address the agreed upon design approach and the City of Durham's zoning and ordinance requirements. This plan will maximize the number of proposed parcels under the current RS-M and RU-5(2) zoning classifications while, at a minimum, addressing the proposed street network, infrastructure sidewalks, parcel configuration and dimensions, open space, tree preservation, stream buffers, and preliminary stormwater management approach. Once the conceptual plan has been approved by the Owner, STEWART will prepare an exhibit, and other imagery as needed, that is suitable for presentations, meetings, marketing, and subsequent coordination.

Deliverables:

- Conceptual master plan
- Grading studies (one preliminary and one revision included)
- Earthwork calculations (one preliminary and one revision included)
- Preliminary stormwater assessment
- Rendered concept plan
- Two Site sections
- 3D digital images (as required)
- Digital precedent images (as required)
- Presentation for City Council (as required)

Meetings:

- Owner Meeting: Coordination (assumes two, 1 hour meetings for two staff members and architect)
- Owner Meeting: Concept Plan Review (assumes one, 1 hour meeting for two staff members and Director of Design)
- Owner Meeting: Church Coordination (assumes two, 1 hour meetings for two staff members)
- Public Works Meeting: Stormwater Methodology (assumes two, 1 hour meetings for two staff members)
- City Council (as required): Concept Plan Presentation (assumes one, 3 hour meeting for one staff member, Director of Design, and architect)



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Task 4 - Site Plan Approval:

Immediately following the Conceptual Master Plan task, STEWART will prepare Site Plan documents, using the approved conceptual plan as a basis, to submit to The City of Durham for review and approval. The Site Plan will be reviewed by all City of Durham departments through their prescribed Site Plan approval process. We will coordinate with various agencies having jurisdiction, as needed, and will make recommendations for any necessary changes to the drawings based on information received from these sources.

Concurrently with the Site Plan approval process, STEWART will work with the surveyor to prepare a Road Closing application for the existing Beamon Street right-of-way. This process may take several months so it is essential to start it as soon as possible however it is equally important for the design(s) to be at an adequate point so that permitting is not prolonged by design changes and re-review cycles. Upon approval of the Site Plan and Road Closing, Final Plats would be prepared and recorded by the surveyor.

STEWART will help facilitate these permitting processes and will make every effort to expedite their approvals. We will keep the Owner informed of the review status and provide weekly progress reports.

Deliverables:

- Complete Site Plan application & documents
- Road Closing application & plat
- Zoning Compliance
- Final Plats

Meetings:

- Owner Meetings: Coordination (assumes four, 1 hour meetings for two staff members and two, 1 hour meetings for architect)
- Pre-submittal meeting with the Planning Department prior to Site Plan submittal
- Pre-submittal Meeting: Site Plan (assumes one, 1 hour meeting for two staff members)
- Public Hearing: Street Closing (assumes one, 3 hour meeting for one staff member and Director of Design)

Task 5 - Construction Documentation and Permitting:

The City of Durham requires a separate review process for construction documents and utility permitting. When the site plan is near its final stages in the approval process, STEWART will work with design team to prepare construction documents that are suitable to submit to the Department of Public Works. This effort will include the final design required for complete site, landscape, grading, BMP and utility construction. These documents will also be used to obtain necessary approvals and permits from the Durham Engineering Department for the stormwater, sanitary, and water systems.

Deliverables:

- Complete Construction Drawing review application and documents (assumes these plans, once approved, will be suitable for bidding)
- Secure utility permits
- Complete Erosion Control Plan & Permit application
- Erosion Control permit



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Meetings:

- Owner Meetings: Regular Coordination (assumes four, 1 hour meetings for two staff members and architect)
- Owner Meetings: Pre-submittal Coordination (assumes two, 1 hour meetings for two staff members)

Task 6 - Bidding and Construction:

Once the Construction Documents have been resubmitted for a second review, STEWART will use the documents to prepare cost opinions, plans, specifications, and a project manual to be used in bidding and construction. We will utilize documentation and specifications from Southside Phase I for continuity and cost savings to the client. We will further assist the Owner with the preparation of the bid and contractor selection process and respond to questions and clarifications during the bidding process. Based on our involvement in Southside Phase I, we will utilize our expertise with the project to better understand the contractor's approach, schedules and pricing.

Our highest priority is Owner satisfaction and ensuring that the proposed improvements are constructed with quality craftsmanship. In order to make certain that these both occur, STEWART will engage our Construction Materials Testing (CMT) team and our Project Manager(s) will stay involved throughout the construction period to provide the following services:

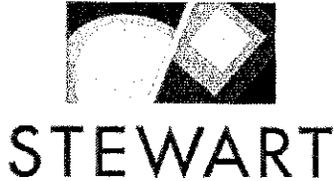
- Attend pre-construction meeting.
- Attend regularly scheduled construction meetings (as requested).
- Issue sketches, bulletins, or written clarifications of Construction Documents.
- Review submittals and shop drawings.
- Respond to RFIs from the contractor.
- Review pay applications or change orders as requested by the owner.
- Prepare drawings, calculations, or reports as requested or needed for changes to the construction drawings.
- Submittal and approval of major changes to the approved construction drawings to the City of Durham/Durham County for water, sewer, and stormwater as needed. If required, this task(s) will be completed as an additional service.
- Provide site visits for the duration of the construction of the components under our responsible design. Site visits are to conduct observation and inspection of the installation of components to confirm installation in a manner consistent with the Construction Documents and to ensure proper construction.
- Following each site visit we will provide a written report of our observations and recommendations.
- Provide preliminary and final punch list inspections.

Deliverables:

- Cost Estimate
- Project Manual
- Above items as needed

Meetings:

- Owner Meetings: Regular Coordination (assumes four, 1 hour meetings for two staff members and architect)
- Bid Meetings: Pre-bid & Selection (assumes two, 1 hour meetings for two staff members)



- Construction Meetings: Pre-con and weekly OAC (assumes twelve, 1 hour meetings for two staff members)
- Construction Meetings: Punchlist (assumes one, 1 hour meeting for two staff members)
- Construction Meetings: Close-out (assumes one, 1 hour meeting for two staff members)

Task 7 – Engineer’s Certification Inspection & Close Out:

STEWART will provide engineering services for certification & closeout of the utilities (water, sewer, and storm) and for the stormwater treatment device (BMP). Once construction is complete, STEWART will coordinate with the surveyor and/or contractor selected to provide and prepare as-built drawings. We will inspect the completed site to provide a certification of compliance for lighting, ADA, and stormwater. Per City of Durham requirements, prior to Certificate of Occupancy, the as-built drawings will be sealed by the Contractor provided PLS (Professional Land Surveyor) for the site utilities (stormwater, sanitary, and water) and submitted with the Engineer of Record certifications to the City of Durham Engineering Department (As-built prepared by others or by STEWART under separate contract). We anticipate the following closeout procedures will be required:

- Stormwater treatment device (BMP) as-built review, inspection, and certification for submittal to the City of Durham (2 site visits).
- Stormwater calculations and modeling for certification report to verify BMP constructed in accordance with regulations and approved construction drawings (Submitted to City of Durham Stormwater Group).
- Inspection of completed site elements for compliance with the grading and drainage plan and submittal of ADA certification (1 site visit).
- Site Lighting as-built verification and certification to the City of Durham (1 site visit).
- Observation of water main testing requirements – pigging, flushing, hydrostatic test, and review of bacteriological tests (1 site visit).
- Observation of sewer testing requirements – low pressure air test of sewer main, deflection test of sewer main, and manhole air tests (1 site visit).
- Review of sewer and storm drainage video(s) with certification letter provided to Durham Inspections (video by others).

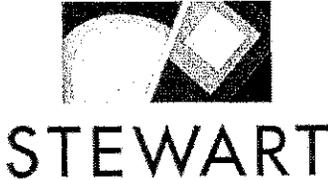
Task 8 – Surveying:

The following surveying services will be provided as a part of this agreement:

- Prepare a boundary and topographical survey of the approximately 5.83 acre project area.
- Tree survey (land disturbance, specimen trees, buffer sample areas)
- Subdivision / right-of-way dedication plat
- Prepare a recordable plat to abandon Beamon Street (extent of abandonment to be determined)
- Locate the stream including delineation flags, top of bank and the stream crossing.

Task 9 – Geotechnical Engineering:

To evaluate the subsurface conditions in the development area, we propose to perform four soil test borings. Each of the borings will be advanced to 20 feet below



grade (80 feet total drilling). If auger advancement due to rock occurs prior to reaching the prescribed depths, the boring(s) will be terminated at the refusal elevation.

Please note that the wooded/vegetated nature of this site may require minor clearing with chainsaws to access one of the borings (proposed culvert location). The cost for this has been included in our fee.

The soil samples will be returned to our laboratory where visual-manual classification and logging of the soil samples will be performed by an experienced Geotechnical Engineer. The soils will be stratified and classified based on apparent origin, color, consistency/density, USCS soil type, and relative moisture/water condition.

To aid in our engineering evaluation, select soil samples will be subjected to laboratory testing to establish engineering properties. We have included in our scope, the following laboratory tests:

- Atterberg Limits Testing (4 tests)
- Gradation Testing (4 tests)
- Natural Water Content Testing (10 tests)
- Standard Proctor Testing (2 tests)

Upon conclusion of the field and laboratory testing, our geotechnical engineering staff will analyze the data and prepare a report. The report will include:

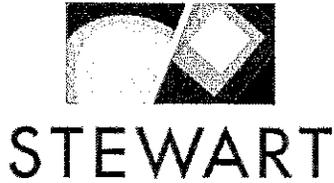
- General geologic overview of the subject site
- Subsurface conditions encountered
- Pertinent soil properties
- Earthwork/grading considerations
- Culvert foundation recommendations
- Comments relating to adverse geotechnical conditions that could impact development, such as shallow refusal material, old fill, buried debris, groundwater, potentially expansive clays and/or any other conditions that are encountered.

Our geotechnical deliverable will be an engineering report discussing the bulleted topics above and will include boring logs, vicinity map, boring location diagram, subsurface profile(s) and other readily available historical data utilized in our evaluation. Reports will be provided digitally in Adobe Acrobat PDF-format unless hard copies are specifically requested.

Task 10 – Environmental Consulting:

Task 10.A: Stream and Wetland Assessments/ Coordination

Ecological Engineering will conduct a field reconnaissance of the study area to evaluate and flag existing streams and wetlands. Determinations will be made based on current federal and state delineation criteria. This criteria includes using the 1987 Corps of Engineers Wetland Delineation Manual, NCDWR stream assessment worksheets and other required data and worksheets. Jurisdictional resources will be identified and flagged. Stewart will be responsible for locating each flag via either Global Positioning System (GPS) or conventional surveying methods. Stewart will provide



Ecological Engineering a basemap denoting these boundaries in accordance with required protocols.

Stream buffer regulations may apply with regard to the City's stream buffer requirements. Ecological Engineering will conduct the necessary assessments and provide a Stream Identification Report (City requirement), if applicable, for inclusion with the future site plan. This report will follow guidance provided by the City.

A request for stream and wetland verification may also be made on behalf of the City to the USACE and NCDWR depending on the amount and/or complexity of jurisdictional resources present. This request generally includes an agent authorization letter (provided by the City allowing federal and state personnel to access the project area), vicinity map, data forms for both wetland and their adjacent upland areas, worksheets, survey maps and other supporting information.

Assuming jurisdictional resources are determined to exist within the project area, the deliverables associated with this task will include a preliminary map denoting approximate stream and/or wetland boundaries, Stream Identification Report (prepared according to City of Durham Requirements) and results of resource agency verification, if necessary.

Task 10.B: Federally Protected Species

According to the US Fish and Wildlife Service (USFWS), there are two species listed as federally endangered (Michaux's sumac and smooth coneflower) and one species listed under the Bald and Golden Eagle Protection Act as potentially occurring in Durham County. Although it is highly unlikely that any of these species exist within the study area, their habitat preferences will be compared with those noted during the site reconnaissance. If any federally threatened or endangered species habitat is encountered during our site investigations, plant-by-plant surveys will be conducted in the appropriate areas. If federally protected species are encountered, additional coordination may be required with USFWS. This coordination and any other related aspects will be handled under a separate scope.

Ecological Engineering will deliver a write-up describing habitat requirements federally protected species potentially occurring in Durham County and provide a formal Biological Conclusion denoting the potential effect of project implementation on each associated species.

Task 10.C: Section 404 and 401 Permitting

If impacts to jurisdictional resources occur, Ecological Engineering will prepare and provide the Pre-Construction Notification documentation to the applicable resource agencies. This documentation will consist of the standard package of information generally required for notification and permitting. Ecological Engineering will serve as the authorized agent and coordinate with the assigned regulatory personnel on behalf of Stewart and the City of Durham. If any fees are required, they will be the responsibility of Stewart and the City of Durham.



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The Pre-Construction Notification will be completed and submitted by Ecological Engineering. All maps, impact amounts, and project-related information will be provided by Stewart for insertion into the permit application.

Task 11 – Architectural Design & Consulting (as needed):

Most of the architectural services for this phase will be on an as-needed basis. For example, where specific site or client conditions call for the revision of the existing drawings, minor revisions can be provided quickly. The architect can also be a resource for the builder to answer code or detail questions that invariably arise during construction. Where more extensive renovations are required, these can also be accommodated.

If the site or the market calls for entirely new designs, these can also be created and the drawings seamlessly integrated into the overall drawing sets. The biggest design challenge at a development like Southside is to provide a sense of identity and individuality to the houses. In Phase 1, we created a menu of porch and front elevation designs, column and rail styles, colors of siding, brick and roofs. All of the houses types are integrated into an overall system that uses similar details to simplify construction and save time. Keeping any new designs within that system will enable the builders to continue that process.

The other major services that the architect can offer are reviewing and coordinating the house designs and finishes to maintain visual harmony in the neighborhood and assisting the site design team on neighborhood design issues. Services provided under this task may include, but not be limited to:

- Programming, Schematic Design, and Design Development
- Construction Documents
- Design Review and Coordination with Home Builders

Task 12 – Project Coordination & Administration:

Under this task, STEWART will perform the administrative duties required to manage sub-consultant contracts, services, and invoices.

SCHEDULE

We have provided a general project timeline which is enclosed with this agreement. However, upon receipt of Notice to Proceed, we will work with the Owner to develop a detailed and mutually agreeable project schedule.

ASSUMPTIONS & EXCLUSIONS

Our scope and fee proposal is based on the following assumptions:

- No wetlands delineations, surveying or permitting is included in this proposal.
- No endangerment or threatened species are present on the site that would affect the development of the project.
- All plans prepared by and plans provided to STEWART by other consultants working on the project will be prepared in AutoCAD, Release 2010 or later.

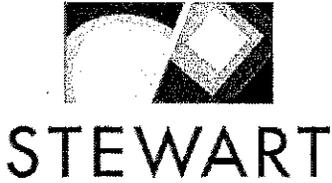


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- The owner will pay all regulatory permitting/filing/recording fees, either directly or as a reimbursable expense if STEWART agrees to advance payment to regulatory agencies as a convenience to the owner for expediting the project approval.
- On-site utility design includes layout and details of connections from the water and/or sewer trunk lines in the adjacent road at which point the utility service connections will be coordinated with the existing project infrastructure for the project. No wastewater pumping stations will be required to serve the proposed development. No water booster pumping will be required for the project; it is assumed that City water pressures and supply are adequate. Also, it is assumed the on-site water and sewer connections will be deemed as service connections regulated by the City of Durham and not as line extensions that would need to be permitted by the State.
- No liability is assumed for the accuracy of other consultant's work (i.e. Architect, Testing Agency, etc.) or information provided by others used in the production of our documents.
- Existing utilities are present in the roadways adjacent to the project site. These utilities can supply adequate pressure, flow capacity, and flow acceptance to the project without modification.
- Any new service lines will be tied to existing service lines within the project boundary and will not require work within the public right of way with the exception of service tie in.
- The City of Durham will not require upgrade to any existing utilities or roadways adjacent to the site.
- LEED certification will not be pursued therefore LEED submittal services are not included.
- All site plan documents for approval will be for the entire site, no phasing will be required.
- Site lighting design and electrical engineering will be provided by Duke Energy and we will coordinate with them to optimize the lighting layout. Light locations will be shown on our plans for coordination.
- Coordination and routing with gas and electrical providers will be included. Loading, design, and purchasing agreement(s) will be done by owner.
- Irrigation design and installation is not included in this proposal.
- Design and Structural Engineering of site retaining walls by others.
- STEWART will contact the North Carolina One-Call Center for public utility clearance prior to the start of drilling activities. State law requires at least 48-hours' notice be provided to the One-Call Center.
- Location of private buried utility lines to be performed by others prior to drill rig mobilization.
- Representation for court appearances for litigation, or preparation for the same, Public Relations efforts, Public involvement and/or community meetings other than those specified in this proposal, and additional meetings not included above will be billed on an hourly basis.

The following items are specifically excluded from the Scope of Services but can be provided as an additional service and under separate proposal:

- Preliminary or Final Traffic Impact Analysis
- Design of off-site roadway or improvements
- Payment of permit or review fees



- Testing for offsite improvements. No such improvements are known at this time.
- Topsoil/organic matter testing.
- Slope stability evaluation or associated laboratory testing. No steep slopes (steeper than 3H:1V) are planned at this time.
- Identification of contaminated soil, hazardous/toxic material or otherwise environmentally impacted soils will be made in the reporting or boring logs other than maybe odor or observed staining;
- Screening of soils for environmental contaminants;
- Grouting of boreholes, which is required of contaminated sites;
- Restoration services/fees other than borehole topping (cold patch and quikrete). Due to the size and weight of the drilling equipment, some disturbance to unpaved ground surfaces should be expected. Disturbance will be minimized to the best of our ability.
- Rock coring/sampling, and as such, the character and continuity of any refusal materials could only be determined with a more comprehensive scope of services;
- Weekend or afterhours work;
- Environmentally impacted drilling and safety protocols;
- No identification of contaminated soil, hazardous/toxic material or otherwise environmentally impacted soils will be made in the reporting or boring logs other than maybe odor or observed staining;
- No grounds restoration services/fees are included. Due to the size and weight of the drilling equipment disturbance to unpaved ground surface and existing vegetation should be expected. Disturbance will be minimized to the best of our ability.
- Private utility location;
- Due to the size and weight of the drilling equipment disturbance to unpaved ground surface and existing vegetation should be expected. Disturbance will be minimized to the best of our ability but no grounds restoration services/fees are included.

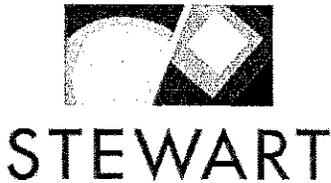
ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as an Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

COMPENSATION

Stewart agrees to provide professional services as outlined above in the Scope of Services.

Description: Scope of Services	Base Fee
Task 1 – Due Diligence	\$ 19,595
• Federally Protected Species Audit	\$ 500
• Stream & Wetland Assessment	\$ 1,600
• Geotechnical Evaluation	\$ 4,500
• Topographic & Boundary Survey	\$ 8,000
• Tree Survey	\$ 810
• Stream Delineation Survey	\$ 810



• Ordinance Audit	\$ 875
• Site Inventory & Analysis	\$ 1,100
• Meetings	\$ 800
• Site Visit	\$ 500
• Printing Costs	\$ 100
Task 2 – Kick-Off Workshop	\$ 5,850
• Conceptual Design	\$ 1,250
• Exhibits & Workshop Preparation/Coordination	\$ 2,000
• Workshop	\$ 2,250
• Printing Costs	\$ 350
Task 3 – Conceptual Master Plan	\$ 11,900
• Finalize Layout	\$ 1,000
• Grading Studies	\$ 1,500
• Earthwork Calculations	\$ 1,750
• Preliminary Stormwater Assessment	\$ 1,275
• Graphics & Marketing Exhibits	\$ 2,750
• City Council Presentation (if needed)	\$ 875
• Coordination with church	\$ 500
• Meetings	\$ 1,900
• Printing Costs	\$ 350
Task 4 – Site Plan Approval	\$ 29,475
• 1 st Submittal	\$ 9,750
• 2 nd Submittal	\$ 5,250
• Final Submittal	\$ 3,000
• Section 404 and 401 Permitting	\$ 1,850
• Road Closing	\$ 1,500
• Final Plats	\$ 5,250
• Coordination Meetings	\$ 1,500
• Public Hearing	\$ 875
• Printing Costs	\$ 500
Task 5 – Construction Documents & Permitting	\$ 24,000
• Public Works CD approval	\$ 12,500
• Sewer & Roadway Profiles	\$ 2,250
• BMP Design	\$ 1,500
• Erosion Control Plan and Permit	\$ 3,250
• Utility Permits	\$ 750
• Cost Estimate	\$ 1,250
• Meetings	\$ 2,000
• Printing Costs	\$ 500
Task 6 – Bidding & Construction Administration	\$ 22,850
• Final Bid Package & Reference Manual	\$ 4,000
• Bidding Assistance	\$ 1,500
• Contractor Evaluations	\$ 500
• RFI, Submittals & Shop Drawing Review	\$ 3,000



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• Site Visits & OAC meetings	\$ 5,500
• Final Inspection	\$ 750
• Punch List	\$ 500
• As-builts & Final Closeout	\$ 5,250
• Meetings	\$ 1,500
• Printing Costs	\$ 350
Task 7 – Engineer's Certification Inspection & Close Out	\$ 6,250
• BMP as-built review	\$ 1,250
• Stormwater Calculations	\$ 2,500
• Site Inspection	\$ 500
• Lighting verification	\$ 750
• Water main testing observation	\$ 375
• Sewer testing observation	\$ 375
• Video review & analysis	\$ 500
Task 8 – Surveying (included in tasks above)	\$ 0
Task 9 – Geotechnical Engineering (Included in tasks above)	\$ 0
Task 10 – Environmental Consulting (included in tasks above)	\$ 0
Task 11 – Architectural Design & Consulting (as needed)	\$ 14,000
• New House Design Sketches	\$ 4,750
• Reversed Plans	\$ 1,500
• Additional Foundation Plans	\$ 1,750
• Meetings	\$ 4,500
• Assistance to Home Builders	\$ 1,000
• Printing Costs	\$ 500
Task 12 – Project Coordination & Administration	\$ 6,500
TOTAL FEE	\$ 140,420

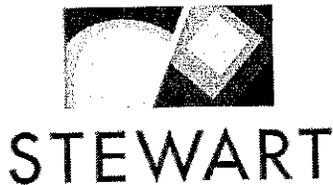
Our fee proposal is based on man-hour projections and applicable billing rates for the scope of work and schedule as described and anticipated for this project. We propose a lump sum fee invoiced monthly as a percent complete. STEWART will not invoice or start on any task above unless directed by the client.

CONCLUSION

At STEWART, we understand the importance of the continued success of this redevelopment effort on the part of the City, Mayor Bell and the entire City Council as well as the City staff that have provided guidance, leadership and personal effort during Phase I. We will make every effort to assure that the transition to Phase Two - Beamon Place is seamless. We will work as an extension of the City's project team, together to make this project the best it can be for all involved.

This document may serve as an Owner-Consulting Engineer's Agreement. If this proposal is acceptable, please execute and return a copy of the Agreement to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise it if it appears that we have misunderstood some portion of the scope of services.



Respectfully submitted:
STEWART

Michael P. Tarrant, PLA
Land Planning & Design Project Manager

Cc: Jamie Harward
John T. Jenkins II, PE
File

Attachments:
Rate Schedule
General Terms and Conditions
Project Timeline
Summary of Consultant Fees
Preliminary Construction Cost Opinion
Concept Plan

APPROVAL:

STEWART

City of Durham -
Department of Community Development

George Stanziale
Print Name

Print Name

Sr. Vice President, Director of Design
Title

Title

Signature

Signature

Date

Date



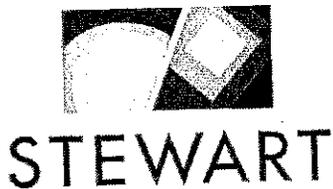
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Land Planning & Design Standard Hourly Rates

<u>Classification</u>	<u>Hourly Rate</u>
Administrative	\$50.00
Civil Designer	\$75.00
Civil Designer II	\$85.00
Civil Designer III	\$95.00
Land Planning & Design CAD Technician I	\$65.00
Land Planning & Design CAD Technician II	\$75.00
Land Planning & Design CAD Technician III	\$85.00
Civil Engineering Intern	\$85.00
Civil Project Engineer	\$100.00
Civil Project Engineer II	\$110.00
Civil Senior Project Engineer	\$125.00
Planner	\$85.00
Planner II	\$100.00
Senior Planner	\$110.00
Landscape Designer	\$80.00
Landscape Designer II	\$90.00
Landscape Architect	\$100.00
Landscape Architect II	\$110.00
Senior Landscape Architect	\$125.00
Land Planning & Design Project Manager	\$125.00
Land Planning & Design Senior Project Manager	\$130.00
Manager of Landscape Architecture	\$130.00
Manager of Civil Engineering	\$130.00
Manager of Pre-Development Services	\$130.00
Manager of Land Planning & Design	\$140.00
Director of the Planning Studio	\$150.00
Director of the Design Studio	\$150.00

REIMBURSABLE EXPENSES Rate

Plotted Base Paper	\$5.00/sheet
Plotted Base Vellum	\$7.50/sheet
Plotted Base Mylars	\$14.00/sheet
Plotter Base Paper (Colored)	\$10.00/Sq. foot
Photocopies (8 1/2 x 11)	\$.20/sheet
Photocopies (11 x 17)	\$.40/sheet
Mileage	\$.565/mile
Telephone/Courier	As Incurred
Double Sided Photocopies	\$.40/sheet
Color Copies (8 1/2 x 11)	\$1.00/sheet
Color Copies (11 x 17)	\$3.00/sheet
Card Stock, color	\$2.25/sheet
Fax (Local)	\$.50/sheet
Fax (Long Distance)	\$.75/sheet



**Stewart
Conditions of the Agreement**

1.0 Payments on Account

- 1.1 Invoices for Stewart's services shall be submitted, at Stewart'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.
- 1.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to Stewart in writing within 10 days of receipt of the invoice. A failure to notify Stewart within this period shall constitute an acknowledgment that the service has been provided and is correct.

2.0 Late Payments

- 2.1 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.
- 2.2 In the event that any portion of an account remains unpaid 30 days after billing, Stewart 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

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

4.0 Standard of Care

- 4.1 The standard of care for all professional services performed or furnished by Stewart under this Agreement will be the skill and care used by members of Stewart's profession practicing under similar circumstances at the same time and in the same locality. Stewart makes no warranties, express or implied, under this Agreement or otherwise, in connection with Stewart's services.

5.0 Indemnifications

- 5.1 The Client shall indemnify and hold harmless Stewart 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 Risk Allocation.

- 5.2 Stewart 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



STEWART

the negligent act, error, or omissions by Stewart in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.

- 5.3 The Client shall indemnify & hold harmless Stewart and all of its personnel from and against all claims, damages, losses, and expenses (including attorney's fees and defense costs) arising from the presence, discharge, release, or escape of asbestos, hazardous waste, or other contaminants at the site.
- 5.4 Sub-Consultant(s) shall indemnify & hold harmless Consultant & Client from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of Sub-Consultant or any person or organization for whom the Sub-Consultant is legally liable.

6.0 Risk Allocation

- 6.1 In recognition of the relative risks, rewards and benefits of the Project to both the Client and Stewart, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Stewart'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 amount of \$25,000. Such causes include, but are not limited to, Stewart's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.0 Reuse of Documents

- 7.1 All documents including calculations, computer files, drawings, and specifications prepared by Stewart 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 Stewart. Any reuse without written approval or adaptation by Stewart is prohibited.

8.0 Opinion of Probable Construction Costs

- 8.1 Stewart's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Stewart cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

9.0 Construction Phase Services

- 9.1 If this Agreement provides for any construction phase services by Stewart, it is understood that the Contractor, not Stewart, is responsible for the construction of the project, and that Stewart is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.



10.0 Mediation

10.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Stewart's services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

10.2 The Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

10.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Raleigh, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.4 If the parties do not resolve a dispute through mediation pursuant to this Section 10.0, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Client and Stewart do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 10.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

11.0 Termination of Contract

11.1 Client may terminate this Agreement with seven days prior written notice to Stewart for convenience or cause. Stewart may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Stewart has been paid in full all amounts due for services, expenses and other related charges.



STEWART

BEAMON PLACE

Project #: C14011

Date: 09.24.2014

Prepared By: MPT

SUMMARY OF CONSULTANT FEES (revision #4 - 11.17.14)

STEWART LP&D

TASK #	DESCRIPTION	LP&D FEE	CONSULTANT FEE(S)	TASK TOTAL	COMMENTS
1	Due Diligence	\$ 2,475	\$ 16,220	\$ 18,695	EE-\$2,100; Cooper-\$9,620; Geotech-\$4,500
2	Kick-Off Workshop	\$ 4,750	\$ 750	\$ 5,500	O'Brien-\$750
3	Conceptual Master Plan	\$ 9,650	\$ -	\$ 9,650	
4	Site Plan Approval	\$ 20,565	\$ 6,910	\$ 27,475	EE-\$1,600; Cooper-\$5,310
5	Construction Documents & Permitting	\$ 21,500	\$ -	\$ 21,500	
6	Bidding & Construction Administration	\$ 21,000	\$ -	\$ 21,000	
7	Engineer's Certification Inspection & Close Out	\$ 6,250		\$ 6,250	
8	Surveying (see below)	\$ -		\$ -	fees are allocated to appropriate tasks. see sub-consultant table below for total surveying fees.
9	Geotechnical Engineering (see below)	\$ -		\$ -	fees are allocated to appropriate tasks. see sub-consultant table below for total geotechnical engineering fees.
10	Environmental Consulting (see below)	\$ -		\$ -	fees are allocated to appropriate tasks. see sub-consultant table below for total environmental consulting fees.
11	Architectural Design & Consulting	\$ -	\$ 14,000	\$ 14,000	O'Brien-\$14,000
12	Project Coordination & Administration	\$ 6,500	\$ -	\$ 6,500	
13	Meetings	\$ 5,700	\$ 2,000	\$ 7,700	O'Brien-\$2,000
14	Printing Costs	\$ 2,150		\$ 2,150	
	Sub-Total	\$ 100,540	\$ 39,880	\$ 140,420	

SUB-CONSULTANTS	SERVICES	FEE
STEWART	Geotech	\$ 4,500
Cooper & Associates	Surveying	\$ 14,930
Ecological Engineering	Environmental	\$ 3,700
O'Brien Architecture	Architecture	\$ 16,750
	Sub-Total	\$ 39,880

Includes fees built-in to LP&D tasks