April 2, 2024

Mark Biberdorf
Town Manager
Town of Fletcher
300 Old Cane Creek Road
Fletcher, North Carolina 28732

RE: Proposal for Engineering Services
Fletcher Properties Preliminary Engineering
Henderson County, North Carolina

Dear Mr. Biberdorf:

Thank you for asking McGill Associates to provide this proposal to assist the Town of Fletcher with preliminary design for parcels around Fletcher Town Hall currently owned by the Town. Based on our initial meeting on March 5, 20204, it is our understanding that Town would like to evaluate potential site plan layouts with a variety of uses to maximize buildable area. An updated stream/wetland delineation also needs to be performed to determine potential impacts to jurisdictional waters. Our scope of services is described below:

STREAM & WETLAND DELINEATION, T&E SURVEY

1. A jurisdictional determination of the project area will be completed. The jurisdictional determination will include a delineation of the project area by McGill Associates, PA Environmental Specialists performed in accordance with the guidelines and standards of the US Army Corps of Engineers (USACE) - Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0), and the NC Division of Water Resources (NCDWR) – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11. Any jurisdictional areas found on the property will be flagged and located with Global Positioning System (GPS) accuracy in the field. This wetland determination does not include the request of a Jurisdictional Determination (JD) or any other consultation with the USACE. JD services will be provided in a separate scope of services if necessary.

2. During the site visit, a Federally listed Threatened and Endangered Species survey will be completed in accordance with the Endangered Species Act of 1973. Any listed species occurrence or potential habitat areas found on the property will be flagged and located with GPS accuracy in the field. This survey does not include consultation with the US Fish and Wildlife Service. Consultation services will be provided in a separate scope of services if necessary.

3. Jurisdictional wetlands and waters and T&E species or potential habitat will be located within sub-meter accuracy utilizing an Arrow 100 submeter Global Navigation Satellite

System (GNSS) receiver GPS and the subsequent differential correction of that data. GPS points may demonstrate uncorrectable errors due to topography, vegetative cover, and/or multipath signal error. The provided digital map will be intended for informational purposes only and should not be used to determine precise boundaries, roadways, property boundary lines, nor legal descriptions. The map shall not be construed to be an official survey of any data depicted.

4. A preliminary jurisdictional determination and T&E map and report of findings, including potential regulatory requirements, will be completed, and made available to the client upon request.

PRELIMINARY JURISDICTIONAL DETERMINATION

1. A digital map will be produced based on field delineation and a formal request sent to the US Army Corps of Engineers for a Preliminary Jurisdictional Determination (PJD).

2. If necessary, schedule and attend a field verification with USACE and NCDWR to discuss Jurisdictional Determination, proposed actions, resulting impacts to jurisdictional waters, and Clean Water Act 401/404 permitting requirements.

3. McGill will coordinate with the USACE through completion of PJD approval.

PRELIMINARY DESIGN

1. Conduct an initial site visit to review the project area and existing conditions.

2. Review existing Brownfields agreements and restrictions associated with subject properties.

3. Develop an existing conditions drawing utilizing stream/wetland delineation information, publicly available LiDAR topography, and flood mapping layers.

4. Prepare preliminary mass grading plan to maximize buildable area and bring the areas within floodplain to meet Town of Fletcher's flood ordinance or meet LOMRF requirements.

5. Review potential wetland/stream impacts and associated costs with the Town of Fletcher.

6. Develop overall master plan to incorporate a variety of uses utilizing previous master planning, potential market analysis, and Town input.

7. Review the master plan and provide up to two (2) iterations based on Town comments.

8. Prepare preliminary sizing calculations of Stormwater Control Measures (SCMs) to serve the overall master plan impervious surface and include on the overall master plan.

9. Prepare preliminary erosion control plan and cost estimate for mass grading of properties should the Town decide to move forward with improving the properties prior to developer involvement.

10. Preliminary utility plan to demonstrate water and sewer service for the proposed master plan.

11. Submit final existing conditions plan, preliminary mass grading/erosion control plan, master plan with stormwater features, and cost estimate to the Town as the final deliverable.

BASIS OF COMPENSATION

We propose performing the above-described work for the following fees:

Stream and Wetland Delineation, T&E Survey (lump sum)	**$ 9,300.00**
Preliminary Jurisdictional Determination (lump sum)	**$ 4,000.00**
Preliminary Design (hourly, estimated)	**$36,200.00**

Lump sum fees will be billed based on percent complete. Hourly fees will be billed based on actual time spent plus expenses in accordance with the attached Basic Fee Schedule. Due to the iterative nature of preliminary grading and master plan development, we recommend this be performed on an hourly basis to allow for potential changes based on Town input as design progresses.

ASSUMPTIONS

This proposal assumes the following:

1. Topographic and boundary surveying services for the project area are not included in the above scope of services.

2. Design development and construction drawings, permitting, bidding, and construction administration services are not included in this scope of services and would be addressed after Town of Fletcher has approved preliminary design.

3. Services for tasks other than those specifically detailed above are not included in our fee.

4. If it is determined that additional permits, studies, or investigations will be required, we

will discuss these requirements and any additional services needed for completion, with the Client prior to performing any additional services.

5. Upon Client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the McGill Associates Fee Schedule in place at the time the service is performed.

If the above is acceptable to you, please sign the attached Consulting Services Agreement and return a scanned copy to our office as your notice to proceed. Mark, we appreciate the opportunity to present this proposal and thank you for asking us to provide this important service to the Town of Fletcher. Should you have any questions or need additional information, please do not hesitate to call me.

Sincerely,
McGILL ASSOCIATES, P.A.

SCOTT BURWELL, PE
Senior Project Manager

Cc: Ben Cathey, PE, McGill Associates, PA

Attachments: Consulting Services Agreement
Basic Fee Schedule

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