CLAYTON
ENGINEERING & DESIGN

Exhibit "A"
Scope of Service
Lincolnton NCDOT BR-0087 Bridge 35 Replacement – Lincolnton, NC
September 8, 2026

Section 1: Project Scope

The project consists of the design, overview & construction administration of the relocation of sewer and water as part of the NCDOT Bridge replacement project along NC Highway 150 in Lincolnton, NC. Included in the design will be any necessary permitting through the City of Lincolnton and NCDOT, as well as necessary construction administration to certify the public lines. Clayton Engineering will be partnering with subconsultant Colliers Engineering & Design for this project. Attachment "A" provides Colliers Scope of Services.

The project is expected to consist of the following items:

1. Initial Site Review
   a. Review of Existing Conditions
   b. Review of Available NCDOT Design Plans
   c. Coordination with Colliers Engineering

2. Design Development.
   a. Review and Coordination with Colliers Engineering
   b. Begin Necessary Permitting Process
   c. One (1) Site Visit

3. Construction Documents. Based on the approved Design Development, CE&D will coordinate completion with Colliers Engineering to complete the required engineering design and produce a set of drawings and specifications:
   a. Sewer Plan & Profiles

4. Construction Administration.
   a. Complete bid package, advertise, and solicit bids.

   b. Review bid submittals and assist owner in contractor selection.

   c. Make periodic visits to the site as necessary to observe as an experienced and qualified design professional the progress and quality of the Contractor's work and to determine in general if the work is proceeding in accordance with the Contract Documents. The ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of the contractors. During such visits and on the basis of his on-site observation, the ENGINEER shall keep the OWNER informed of the progress of the work, and shall endeavor to determine if such work is proceeding in accordance with the Contract Documents.

   d. Review Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content as

required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the Contract Documents.

e. Review and approval of monthly payment applications

f. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations there under so that the ENGINEER may recommend in writing, final payment to each Contractor.

g. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

h. The ENGINEER'S undertaking herein shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; and shall not make the ENGINEER an insurer of the contractor's performance.

i. Revise Drawings to show those changes made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractors. Furnish the original "Record Drawings" to the OWNER within ninety (90) days of OWNER's project acceptance.

j. Observation of testing required for water and sewer mains

k. Certification

4. Perform professional normal civil engineering services incidental to the project.

5. Consult with the CLIENT to determine the PROJECT'S requirements and review available project information.

6. Advise the CLIENT as to the necessity of the ENGINEER providing or obtaining from others data or services and act as the CLIENT'S representative in connection with any such services.

Section 2: Additional Services by Clayton Engineering & Design (Not Included in Base Scope)

1. If authorized by the CLIENT, the ENGINEER will perform additional services of the following types which are not considered normal or customary Basic Services.

   a. Preparation of special documents or reports as may be required by state and federal agencies that may have jurisdiction over the project. This would include but not be limited to environmental assessments, Geotechnical testing, wetland surveys, wildlife surveys, archeological surveys, pilot studies and stream delineation.
   b. Assistance in right of way acquisition
   c. Design of off-site utilities.
   d. Permit/Application fees

Section 3: Period of Service

1. The ENGINEER's period of service shall begin upon the authorization of the CLIENT for each phase of work and shall continue until the final phase is completed.

2. If the CLIENT request modifications or changes in the scope of the PROJECT, the time of performance, outlined in Paragraph 3a below, shall be appropriately adjusted.

3. Time estimates:

   a. Initial Site Review – 10 days
   b. Design Development – 60 days
   c. Construction Documents – 60 days
   d. Permitting – 45 to 60 days

Section 4: Payments to the Engineer

1. For the Basic Services rendered under Section I the CLIENT shall make payments to the ENGINEER according to the following:

   a. Lump Sum fee of one hundred and two thousand dollars ($102,000.00).

a.	Initial Site Review and GIS Services	$	3,000
b.	Design Development	$	5,000
c.	Construction Documents & Permitting	$	6,000
d.	Colliers Engineering Design Scope (+ ~10%)	$	88,000

   b. Construction Administration, Bidding & Cert — 5% of Bid Amount

   c. Other direct costs (i.e. direct non-payroll expenses) associated with these Additional Services, will be billed at 1.10 times cost. Reimbursable fees shall be approved by CLIENT prior to ENGINEER incurring such cost. The cost of reproductions, long distance telephone and travel are included in lump sum amount, and shall not be reimbursable fees.

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Colliers
Engineering
& Design

August 25, 2026

VIA EMAIL

William Clayton, President
Clayton Engineering & Design, PLLC
1209 9th Ave NE
Hickory, NC 28603

Proposal for Professional Services
NCDOT BR-0087 Lincolnton Bridge 35 Replacement Project
City of Lincolnton, Lincoln County, North Carolina
Proposal No.: 25014693P

Dear Mr. Clayton,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. (CED) is pleased to submit the following proposal to provide engineering design services for water and sewer relocations as part of an NCDOT Bridge Replacement project along NC Highway 150 in the City of Lincolnton, Lincoln County, North Carolina.

This proposal is divided into four sections as follows:

Section I – Scope of Services
Section II – Business Terms and Conditions
Section III – Rate Schedule
Section IV – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 PROJECT MANAGEMENT

Colliers Engineering & Design will provide Project Management Services for the project phases and tasks described in this document. Anticipated tasks and deliverables shall include:

- Coordination with the Client, as necessary, throughout the design and permitting phase.
- Coordination with the Government Regulators, as necessary, throughout the relocation design and permitting phase.
- Coordination with stakeholders, as necessary, throughout the relocation design and permitting phase.

Phase 1.0 Lump Sum Fee **$11,747.44**

PHASE 2.0 UTILITY COORDINATION

CED will review potential impacts to the water and sewer mains to determine if avoidance design is a more cost-effective solution as opposed to a utility relocation. Anticipated tasks and deliverables shall include:

- We will discuss the outcome of the impact and design reviews. This meeting will be held to obtain concurrence with the proposed extent of all City utilities to be made part of Clayton Engineering & Design Utility by Others (UBOs) plans. We will recommend and/or obtain Level "A" Subsurface Utility Engineering (SUE) data when deemed necessary to determine the actual locations of buried utilities and coordinate with Clayton Engineering & Design, PLLC to establish a Permanent Utility Easement (PUE). Upon receiving comments from Clayton Engineering & Design, PLLC, comments will be incorporated, the PUE will be finalized, and final UBOs plans will be provided.
- CED will secure, review, and prepare all required documents and plans in accordance with City of Lincolnton and NCDOT standards and procedures for utility company authorizations.

Phase 2.0 Lump Sum Fee **$7,177.42**

PHASE 3.0 SUPPLEMENTARY SUBSURFACE UTILITY ENGINEERING (SUE)

Colliers Engineering & Design will provide supplementary professional SUE services in support of the above-named project, on an as needed basis, to the standard of care applicable in the SUE profession. Anticipated tasks and deliverables shall include:

- Per the CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, there are 4 levels of utility data information: each level builds upon the previous level to depict a total portrait of the subsurface utilities in question. For this proposal, Colliers Engineering & Design may need to provide SUE Quality Level A (testholes) and/or SUE Quality Level B (utility designation).
- We will begin the Subsurface Utility Engineering (SUE) process through clear communication and understanding the scope of the assignment with the client's Project Manager (or designated representative). Upon receipt of Notice to Proceed, we will begin work on the project. Following the CI/ASCE 38-02 guidelines for SUE, we will proceed with utility records research and the deployment of SUE crews to the project site. Every crew will begin each day of work by first setting

up advanced MOT warning signs and conducting a tailgate safety meeting to identify potential site hazards and review safe work practices.
- Colliers Engineering & Design field crews photo document all phases of field operations from pre-existing conditions through completion of field efforts.

Phase 3.0 Lump Sum Fee **$825.79**

PHASE 4.0 SUPPLEMENTARY SURVEYING SERVICES

CED will complete supplemental surveying services to ensure the accuracy and constructability of the project.

We will perform a supplementary topographic and property survey that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, gates, foundation corners, cable trenches, designated underground utilities and utility hardware. The map will depict existing contours at a one-foot contour interval and property lines. GNSS surveying techniques will be used to control the project and conventional surveying methods will be utilized with the resulting horizontal datum being North Carolina State Coordinate System requirements of the NCDOT and project.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this project, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

Supplementary topographic survey will be performed as needed in proximity to the roadway project limits and in coordination with our subsurface utility engineering.

This phase of service may include the following tasks:

- Establish on-site survey control.
- Field traverse, topographic survey.
- Field measure inverts of accessible gravity structures.
- Field survey data reduction and computation.
- Public records research and records review.
- Preparation of topographic survey map in AutoCAD Civil 3D format.

Phase 4.0 Lump Sum Fee **$1,118.81**

PHASE 5.0 CONSTRUCTION PLAN DELIVERABLES

CED will prepare 30% Plans, 60% Plans, 90% Plans and Issued for Construction (IFC) Deliverables. Review meetings will be scheduled with the Client after the issuance of each Deliverable. The Content and Purpose of these Deliverables are outlined in this section.

Anticipated tasks and deliverables under this phase shall include:

30% Plans

CED will use all available survey, environmental, and ROW data to prepare 30% Plans. The 30% Plans will include a Cover Sheet, a General Construction Notes Sheet, and Plan Sheets depicting conceptual water & sewer main relocation alignments. These plans will not include profiles. There will separate plans prepared for water & sewer.

60% Plans

CED will provide 60% design plans based on updated information and/or direction provided by the client. 60% design plans will account for necessary changes in route due to landowner negotiations, areas that are environmentally sensitive, protected areas such as archaeological, historical, or burial sites, and changes in HDD entry/exit points. 60% plans will also show profiles and areas of suggested access roads or temporary workspace. There will separate plans prepared for water & sewer.

90% Plans

Colliers Engineering & Design will provide 90% plans which will include all plan and profile sheets for open-cut utility installation, tie-in details, easement boundaries, temporary workspace, access roads, etc. Plans will also include all necessary information bars such as material and landowner or tax information. There will separate plans prepared for water & sewer.

IFC Plans

We will use NCDOT's Final Design Plans, Final UBOs, and comments from the Client, and/or other project stakeholders to complete IFC Plans and Project Manual for the relocation of the water & sewer mains. The IFC Plans will include a Cover Sheet, a General Construction Notes Sheet, Plan Sheets of the final design of the relocation alignments, and Profile Sheets. A licensed and qualified Professional Engineer will sign and seal the IFC Plans.

Phase 5.0 Lump Sum Fee **$54,687.30**

PHASE 6.0 BIDDING ASSISTANCE

CED will provide Bidding Assistance Support Services regarding this project. It is assumed that Clayton Engineering & Design, PLLC will be responsible for the construction advertisement and bidding. However, Colliers Engineering & Design will support the Client throughout the bidding process by providing the following services:

- Answering Requests for Information (RFI's) from contractors.
- Assisting with necessary addenda.

Phase 6.0 Lump Sum Fee **$4,687.30**

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services. Lump sum tasks are billed according to the attached rate schedule.

Phase Name		Fee
PHASE 1.0	PROJECT MANAGEMENT	$11,747.44
PHASE 2.0	UTILITY COORDINATION	$ 7,177.42
PHASE 3.0	SUPPLEMENTAL SUBSURFACE UTILITY	$ 825.79
PHASE 4.0	SUPPLEMENTAL SURVEYING SERVICES	$ 1,118.81
PHASE 5.0	CONSTRUCTION DELIVERABLES	$54,687.30
PHASE 6.0	BIDDING ASSISTANCE	$ 4,687.30
	TOTAL LUMP SUM FEE	**$80,244.06**

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above.
- Concept Plans are limited to diagrammatic floor plans.
- Site/Civil and Exterior Building designs.

- Mechanical, Electrical, and Plumbing system design services.
- Structural design services.
- Environmental review of the building and/or property.
- Material testing or sampling.
- Formal drainage studies or detailed modeling.
- Surveying, geotechnical investigation, or environmental delineations.
- Preparation or submittal of permit applications.
- Site visits and meetings beyond those noted.
- Any Phases beyond the concept design phase.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

Section II – Business Terms and Conditions

Our Business Terms and Conditions shall be in accordance with our Teaming Agreement effective November 3, 2025.

Colliers
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Section III – Rate Schedule

City of Lincolnton, Lincoln County, North Carolina

Rates are effective January 1, 2026 through December 31, 2026

Technical Staff Rates	
Billing Titles	**Hourly Rates**
Senior Project Manager	225.00
Technical Director	220.00
Project Manager	215.00
Senior Project Specialist	210.00
Project Specialist	205.00
Technical Professional	200.00
Technical Specialist	195.00
Specialist	190.00
Senior Data Technician	185.00
Senior Technical Assistant	180.00
Technical Assistant	170.00
Data/Field Technician	150.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	330.00
LSRP (NJ Only)	290.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submissions Digital Signature	100.00 / Set
Mileage Reimbursement*	0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

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Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

WILLIAM S CLAYTON
Signature

09/08/2026
Date

WILLIAM S CLAYTON, PE
Printed Name

PRESIDENT
Title

If you find this proposal acceptable, please sign where indicated above in Section II, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice**. This proposal is valid until October 19, 2026.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

William M. Deal

William M. Deal, PE
Department Manager

cc: James Priolo, P.E., P.P., CME, Colliers Engineering & Design, Inc. (via email)
Scott Clark, Assistant City Manager, City of Lincolnton (via email)

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