



**ColeJenest
& Stone**

Shaping the Environment
Realizing the Possibilities

Land Planning
+
Landscape Architecture
+
Civil Engineering
+
Urban Design

LETTER OF AGREEMENT

Date: February 1, 2017

Reference: 31842.17 - Rozzel Farm

Attention: Mr. Dan L. Morrill

Company: Historic Landmarks Commission
2100 Randolph Road
Charlotte, North Carolina 28207

Tel: 704-376-9115

As Instructed Per:

<input type="checkbox"/> Telephone Discussion With:
<input checked="" type="checkbox"/> Meeting With: Dan Morrill
<input type="checkbox"/> Written Instruction From:

Transmitted Via:

<input checked="" type="checkbox"/> Email	<input type="checkbox"/> Mail	<input type="checkbox"/> Overnight	<input type="checkbox"/> Courier	<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Pick-Up
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Description Of Work:

Preparation of limited due diligence to include understanding of existing zoning, street sections, subdivision and other single family residential site planning requirements. We will prepare a Schematic Site Plan incorporating single family lots on both the existing property and the property adjacent to the house. The plans will be suitable to gauge builder interest.

Compensation Shall Be As Follows:

<input type="checkbox"/> Hourly (per the attached Hourly Rate Schedule)	<input checked="" type="checkbox"/> Lump Sum: \$1,800
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This Letter of Agreement is subject to ColeJenest & Stone, P.A.'s Contract Terms & Conditions and Rate Schedules attached.

This is a confirmation of instructions as noted above. Should you have an understanding other than as noted herein, please notify ColeJenest & Stone, P.A. immediately. If you concur with this Letter of Agreement, please sign in the space provided, provide the company Federal Identification Number and return one original for our files.

Accepted:

Brian C. Jenest, RLA
ColeJenest & Stone, P.A.

Accepted:

Dan Morrill
Historic Landmarks Commission

Historic Landmarks Commission
Federal Identification Number
sac

cc: Attachment
Mr. Joel C. Causey, PE, LEED Green Associate – CJS
Mr. Jacob D. Bachman, RLA - CJS
Ms. Carmen Wright – CJS



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HOURLY RATE SCHEDULE

Effective January 1, 2017

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Admin I	\$50.00/Hr.
Admin II	55.00/Hr.
Admin III	70.00/Hr.
CAD Tech I	60.00/Hr.
CAD Tech II	75.00/Hr.
Civil Designer - Intern	42.50/Hr.
Civil Designer I/Civil Engineer I	90.00/Hr.
Civil Designer II/Civil Engineer II	110.00/Hr.
Civil Designer III/Civil Engineer III	120.00/Hr.
Construction Administrator	110.00/Hr.
Director of Engineering	165.00/Hr.
Director of Landscape Architecture	165.00/Hr.
Managing Principal	185.00/Hr.
Principal	180.00/Hr.
Project CD/Project CE	125.00/Hr.
Project Manager	145.00/Hr.
Project SD/Project LA	115.00/Hr.
Regional Manager	165.00/Hr.
Site Designer - Intern	42.50/Hr.
Site Designer I/Landscape Architect I	85.00/Hr.
Site Designer II/Landscape Architect II	95.00/Hr.
Site Designer III/Landscape Architect III	105.00/Hr.
Senior Administrative Assistant	75.00/Hr.
Senior Designer	145.00/Hr.
Senior Project CE	135.00/Hr.
Senior Project LA	125.00/Hr.
Senior Project Manager	155.00/Hr.
Senior Regional Manager	185.00/Hr.
Senior Team Manager	175.00/Hr.
Senior CAD Tech	88.50/Hr.

Note: Reimbursable Expenses – 1.1 Times Direct Cost

The above schedule outlines standard hourly rate fees charged by ColeJenest & Stone, P.A. for professional services commencing January 1, 2017. These rates are subject to adjustment in accordance with annual wage and cost of living increases. Basic Services for a project compensated on a lump sum or maximum fee basis are not affected by hourly rate adjustments.

Client Initials _____
CJS Initials _____



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REIMBURSABLES RATE SCHEDULE

Effective January 1, 2017

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POSTAGE	USPS Rates	
OVERNIGHT	FedEx Rates	
COURIER (BIKE) (1.5 Miles or less)	Standard (within 1 hour) Rush (Less than 30 minutes)	\$8.00 - \$14.00 Standard Rate + \$4.00
COURIER (CAR) (10 Miles or less)	Standard (2.5 hours) Rush 90-minute Rush 60-minute	\$10.00 - \$17.50 \$15.00 - \$19.50 \$20.00 - \$28.00
MILEAGE	\$.565/ mile	
PRINTS SIZE	BOND	
<u>Black & White Copies</u>		
8 1/2" x 11"	\$0.15 ea.	
8 1/2" x 14"	\$0.25 ea.	
11" x 17"	\$0.30 ea.	
<u>Color Copies</u>		
8 1/2" x 11"	\$1.50 ea.	
8 1/2" x 14"	\$2.50 ea.	
11" x 17"	\$3.00 ea.	
<u>Black & White Plots</u>	\$0.60 per sq. ft.	
8 1/2" x 11"	\$0.40 ea.	
11" x 17"	\$0.75 ea.	
17" x 22"	\$1.50 ea.	
24" x 36"	\$3.60 ea.	
30" x 42"	\$5.25 ea.	
36" x 42"	\$6.30 ea.	
36" x 48"	\$7.20 ea.	
<u>Color Plots</u>	\$7.00 per sq. ft.	
8 1/2" x 11"	\$4.50 ea.	
11" x 17"	\$9.00 ea.	
17" x 22"	\$18.25 ea.	
24" x 36"	\$42.00 ea.	
30" x 42"	\$61.25 ea.	
36" x 42"	\$73.50 ea.	
36" x 48"	\$84.00 ea.	

Note: Reimbursable Expenses – 1.1 Times Direct Cost
 The above schedule outlines standard rates as charged by ColeJenest & Stone, P.A. for reimbursables commencing January 1, 2017. Rates are subject to adjustment in accordance with annual vendor and overhead increases. Airfare, meals, and lodging (for overnight travel) will be billed at billed at 1.1 times direct cost.



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CONTRACT TERMS & CONDITIONS

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1. Fees exclude reproduction, travel (auto mileage), postage, overnight deliveries, and long distance telephone calls including facsimiles. These charges will be invoiced at 1.1 times direct cost. All fees for permits, applications, etc., are to be paid by HLC.
2. Fees for Professional Services will be billed monthly for progress payment based upon hours or percentage of work complete.
3. Payments are due and payable upon receipt of CJS's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall accrue interest at the rate of one and one-half percent (1.5%) monthly on the unpaid balance. Remit payment to:

**ColeJenest & Stone, PA
200 South Tryon Street, Suite 1400
Charlotte, North Carolina 28202**

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4. Any questions or concerns regarding monthly invoices must be brought to the attention of CJS immediately upon receipt or recognition. Where corrections or adjustments are necessary, a revised invoice shall be issued expeditiously by CJS. Any disputes regarding invoice charges must be resolved within sixty (60) days of the date of the invoice. If an invoice amount remains in dispute beyond the sixty (60) day time period, CJS, at its sole discretion, may temporarily suspend services until such time as a mutually agreeable resolution has been achieved. Only that portion of the invoice that is in dispute may remain unpaid beyond the primary thirty (30) day payment period.
5. If HLC fails to make payment when due CJS for services and expenses, CJS may, upon seven (7) days written notice to HLC, suspend performance of services under this Agreement. Unless payment in full is received by CJS within seven (7) days of the date of the notice of the suspension of services, CJS shall have no liability to HLC for delay or damage caused because of such suspension of services. HLC shall be responsible for reasonable attorneys fees incurred in the collection of unpaid balances following suspension of services.
6. This Contract may be terminated at any time by either CJS or by HLC by notification in writing. In the event of termination, CJS shall be paid for services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by CJS due to the termination of the project by HLC shall be paid by HLC.
7. All documents produced by CJS under this Contract are and shall remain the property of CJS. HLC shall have a nonexclusive license to use, copy and reproduce the site Construction Documents in connection with the construction, repair, maintenance and occupancy of the project. Such license shall not be transferable except with the express written permission of CJS, and is irrevocable upon payment in full of all amounts due under this Contract. CJS shall not be responsible for changes made in the site Construction Documents by anyone other than CJS or for HLC use of the site Construction Documents without the participation of CJS provided in this Contract. HLC shall indemnify and defend CJS against all claims and liability arising out of such changes or such use.

Client Initials _____
CJS Initials _____