

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY EXPLAINED, INC. AND
THE TOWN OF KNIGHTDALE, NORTH CAROLINA**

This AGREEMENT is made and entered into effect on this _____ day of _____, 2023
by and between:

The "CONSULTANT"

Name: CITY EXPLAINED, INC.
Address: 728 Wild Berry Court, Marvin, NC 28173
Telephone: 919-606-1620
Representative: Matt Noonkester, President/Principal, AICP

— and —

The "CLIENT"

Name: Town of Knightdale, North Carolina
Address: 950 Steeple Square Court, Knightdale, NC 27545
Telephone: 919-217-2241
Representative: Jason Brown, Development Services Director, AICP, CZO

For an update to the Knightdale Next Comprehensive Plan (the "PROJECT").

- (1) **DESCRIPTION OF WORK:** The CONSULTANT will render the Scope of Services described in "Attachment A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. The CONSUTLANT may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT will approve, in writing, any subconsultants used for the PROJECT. The CLIENT and the CONSULTANT, by written amendment to this AGREEMENT, may make changes to the SERVICES. All changed work or additional services will be carried out under this AGREEMENT. The time for completion of the SERVICES will be adjusted accordingly if changed work or additional services are identified.
- (2) **COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in "Attachment A", or, if no CONTRACT PRICE is indicated, in accordance with the CONSULTANT'S Schedule of Fees and Disbursements in effect at the time the SERVICES are rendered.

Invoices will be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this AGREEMENT, and will entitle the CONSULTANT, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 60 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest in the State of North Carolina.

- (3) **REPRESENTATIVES:** Each party will assign in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. CLIENT's assigned representative shall have no authority to change the material terms of this AGREEMENT or to legally bind the CLIENT in any manner.

- (4) **NOTICES:** All notices, consents, and approvals required to be given hereunder will be in writing and will be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party will be deemed to be properly given and received within ten (10) business days if made in writing to the other party by certified mail, telegram, or email addressed to the regular business address of such part as identified above.
- (5) **CLIENT'S RESPONSIBILITIES:** The CLIENT will provide to the CONSULTANT in writing, the CLIENT'S total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT will make available to the CONSULTANT relevant information or data pertinent to the PROJECT that is required by the CONSULTANT to perform the SERVICES. The CONSULTANT is entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other hired consultants employed by the CLIENT whether such consultants are engaged at the request of the CONSULTANT or otherwise. Where such information or data originates either with the CLIENT or its hired consultants, the CONSULTANT will not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT will give prompt consideration to all documentation related to the PROJECT prepared by the CONSULTANT and, whenever prompt action is necessary, will inform the CONSULTANT of the CLIENT'S decision in such reasonable time so as not to delay the schedule of providing the SERVICES.

When applicable, the CLIENT will arrange and make provision for the CONSULTANT'S entry to the PROJECT site as well as other public and private property as necessary for the CONSULTANT to perform the SERVICES. The CLIENT will obtain any required approvals, licenses or permissions from governmental or other authorities having jurisdiction over the PROJECT so as not to delay the CONSULTANT in the performance of the SERVICES.

- (6) **CONSULTANT'S RESPONSIBILITIES:** The CONSULTANT will furnish the necessary qualified personnel to provide the SERVICES. The CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when, and the location in which, the SERVICES are performed. This undertaking does not imply or guarantee a perfect PROJECT and, in the event of failure or partial failure of the product of the SERVICES, the CONSULTANT will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure the CONSULTANT'S performance. There are no other representations or warranties expressed or implied made by the CONSULTANT. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose will apply to the SERVICES provided by the CONSULTANT, nor will the CONSULTANT warrant or guarantee economic, market, or financial conditions; pro forma projections; schedules for public agency approvals; or other factors beyond the CONSULTANT'S reasonable control.

In performing the SERVICES under this AGREEMENT, the CONSULTANT will operate as and have the status of an independent contractor and will not act as, or be an employee of, the CLIENT. This AGREEMENT does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship between the parties.

- (7) **TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving ten (10) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT will forthwith pay the CONSULTANT for the SERVICES performed to the date of

termination. Non-payment by the CLIENT of the CONSULTANT'S invoices within 60 days of the CONSULTANT rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations, and responsibilities of the CONSULTANT are terminated.

- (8) **SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, the CONSULTANT will be compensated for services performed and charges incurred prior to receipt of notice to suspend. There will be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than sixty (60) days, the CONSULTANT may, at its option, terminate this AGREEMENT upon giving notice in writing to the CLIENT.
- (9) **INDEMNITY:** The CONSULTANT will indemnify and save the CLIENT harmless from and against loss, damage, injury costs (including reasonable attorney's fees, costs of investigation, and appellate level costs), or liability to the extent arising from the negligent acts, or professional errors or omissions, of each other and their respective employees, sub-consultants, and agents acting in the course and scope of their employment.
- (10) **INSURANCE:** Throughout the term of this AGREEMENT, the CONSULTANT will comply with the insurance requirements described below. In the event the CONSULTANT fails to procure and maintain each type of insurance required by this AGREEMENT, or in the event the CONSULTANT fails to provide the CLIENT with the required certificates of insurance, the CLIENT shall be entitled to terminate this AGREEMENT immediately upon written notice to the CONSULTANT.

Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage, whether such operations are performed by the CONSULTANT, any subconsultant, or anyone directly employed by either.

Commercial General Liability. Bodily injury and property damage liability as will protect the CONSULTANT and any subconsultant performing work under this AGREEMENT, from claims of bodily injury or property damage which arise from operation of this AGREEMENT, whether such operations are performed by the CONSULTANT, any subconsultant, or anyone directly employed by either. The amounts of such insurance will not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Such liability insurance policy shall contain a waiver of subrogation.

Workers' Compensation Insurance. The CONSULTANT shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

- (11) **DOCUMENTS:** All documents prepared by the CONSULTANT or on behalf of the CONSULTANT in connection with the PROJECT are instruments of service for the execution of the PROJECT. The CONSULTANT retains an interest in the property and shares a copyright in these documents with the CLIENT, whether the PROJECT is executed or not.

Any document produced by the CONSULTANT in relation to the SERVICES is intended for the sole use of the CLIENT. The documents may not be relied upon by any other party without the express written consent of the CONSULTANT, which may be withheld at the CONSULTANT'S discretion. Any such consent

will provide no greater rights to the third party than those held by the CLIENT under this AGREEMENT, and will only be authorized pursuant to the conditions of the CONSULTANT'S start from reliance letter.

The CONSULTANT retains an interest in all documents and information generated in connection with the performance of services and retains a permanent non-exclusive, royalty-free license to use these documents. Upon payment in full hereunder, the CONSULTANT will transfer a copy of all appropriate digital files in an editable format to the CLIENT for its use. A copyright on all images and text are retained jointly by the CONSULTANT and the CLIENT. Reproduction may be granted with credit in print.

Notwithstanding the foregoing, CONSULTANT acknowledges that the CLIENT is bound by all requirements of the North Carolina Public Records Act and all other applicable public records laws and that any provision herein that is inconsistent with such laws shall be null and void.

- (12) **FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party will not constitute a breach of contract: labor strikes, riots, war, acts of government authorities, pandemics, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- (13) **GOVERNING LAW:** This AGREEMENT will be governed, construed, and enforced in accordance with the laws of the State of North Carolina. The parties agree that any action brought in a court of law pertaining to this Agreement or the obligations set forth herein shall be brought in Wake County, North Carolina.
- (14) **ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor the CONSULTANT will, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT will inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon the executors, administrators, successors, and assigns.
- (15) **PROTECTION OF PRIVACY LAWS:** The CONSULTANT will comply with statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention, and disposition of confidential information that may be collected or created under this AGREEMENT. The CONSULTANT will refer any request for access to, or correction of, confidential information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information.
- (16) **ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and the CONSULTANT relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, will form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and the CONSULTANT. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT will take precedence.
- (17) **SEVERABILITY:** If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT will be binding on the CLIENT and the CONSULTANT.

(18) **E-VERIFY:** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. The CONSULTANT will ensure their staff and any subconsultants performing work under this AGREEMENT: uses E-Verify if required to do so by North Carolina law; and otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina Statutes. A breach of this provision by the CONSULTANT will be considered a breach of this AGREEMENT, which entitles the CLIENT to terminate this AGREEMENT, without penalty, upon notice to the CONSULTANT.

(19) **IRAN DIVESTMENT ACT:** Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, the CLIENT must require most entities with which it contracts, which would include the CONSULTANT under this AGREEMENT, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The CONSULTANT clarifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subconsultant performing work under this AGREEMENT which is listed on the Final Divestment List.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

CITY EXPLAINED, INC.

TOWN OF KNIGHTDALE, NC

By: _____
(signature)

By: _____
(signature)

(printed name and title)

(printed name and title)

**PROFESSIONAL SERVICES AGREEMENT
“ATTACHMENT A”**

Attached to and forming part of the AGREEMENT between:

CITY EXPLAINED, INC.
(herein called the “CONSULTANT”)

— and —

TOWN OF KNIGHTDALE, NC
(herein called the “CLIENT”)

This Attachment details the Scope of Services, Contract Time, and Contract Price forming part of the above-described AGREEMENT.

**PART 1: SCOPE OF SERVICES
KNIGHTDALE NEXT 2045 COMPREHENSIVE PLAN**

The CONSULTANT shall perform the following Scope of Services:

TASK 0 – COMPREHENSIVE PLAN COORDINATION

Task 0A – Client-Consultant Team Coordination

The CONSULTANT will participate in up to ten monthly video conference calls with the CLIENT to discuss matters related to the new Comprehensive Plan or its influence on other planning initiatives for the CLIENT. Conference calls will be used to present preliminary findings, coordinate outreach efforts and events, discuss on-going issues, or obtain feedback on draft deliverables described in the Scope of Services. Routine coordination between regular conference calls will occur via telephone, email, or interaction over a file share site. No in-person meetings or activities are envisioned under Task 0A.

Deliverable: Ten Monthly Video Conference Calls

Task 0B – Meetings and Events

The CONSULTANT will attend four meetings with the CLIENT (two virtual, two in-person) to accommodate important milestones in the planning process: project kick-off, base and future year conditions/opportunities, draft findings and recommendations, and initial draft document. The CLIENT will select the two milestone meetings that will occur in-person. A driving tour of the study area will be included for the first scheduled in-person meeting.

The CLIENT will represent versions of the new Comprehensive Plan with the public, key stakeholders, partner agencies and organizations, the Land Use Review Board, or Town Council throughout the life of the project unless otherwise specified in the Scope of Services. The CONSULTANT is available to attend meetings, if requested by the CLIENT, as Additional Services using the hourly rates included in Task 3 of the Scope of Services.

Deliverable: Four Client-Consultant Coordination Meetings, Two Virtual, Two In-Person

Task OC – Community Ideas Exchange Workshop

A community workshop (one event held on one day) will officially kick-off the comprehensive planning process. It will use a town hall style meeting format to introduce the project and highlight basic data for existing conditions and future opportunities. An informed group of participants will be asked to provide input on broad categories of conservation or development choices organized around emerging themes identified in the comprehensive planning process. The CONSULTANT will send one representative to the event. The CLIENT will send additional staff to support the individual station discussions.

Participants will “report back” their ideas for the different planning themes at the stations, which will be further refined by the CLIENT and the CONSULTANT in future phases of the comprehensive planning process.

The CONSULTANT will program the meeting event and prepare necessary maps, display boards, and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using outreach materials prepared by the CONSULTANT.

Deliverable: Community Workshop Event, Meeting Materials and Input Summary Matrix

Task OD – Draft Plan Recommendations Workshop

A community workshop (one event held on one day) will officially present recommendations in the new Knightdale Next Comprehensive Plan for public comment. It will use an opening station/welcome area to introduce the project and where we are in the planning process. Meeting participants will be asked to provide input on the vision, guiding principles, growth and conservation map, and specific recommendations in the document. The CONSULTANT will send one representative to the event. The CLIENT will send additional staff to support the individual station discussions.

Participants will “report back” their comments and priorities for the different sections of the comprehensive plan at the workshop.

The CONSULTANT will program the meeting event and prepare necessary maps, display boards, and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using outreach materials prepared by the CONSULTANT.

Deliverable: Community Workshop Event, Meeting Materials and Input Summary Matrix

TASK 1 – COMPREHENSIVE PLAN ASSESSMENT

Task 1A – Inventory and Assessment of Growth and Development Patterns

The CONSULTANT will inventory growth and development patterns in Knightdale observed since adoption of the 2035 Knightdale Next Comprehensive Plan. The CLIENT will provide the CONSULTANT with GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, etc. identified as important to the inventory and assessment. Data will be exchanged via a file share point site or hard drive disk. The CONSULTANT will rely upon this data for its inventory and assessment to support recommendations in subsequent phases of the comprehensive planning process.

The CONSULTANT will use the data collected in Task 1A to inventory and evaluate conditions and features in Knightdale for the following general categories: natural environment, built environment, community character, and supporting infrastructure. Together, these sections will describe how land is organized, used,

and supported by public facilities and services. Specific topics addressed under each of the general headings will be influenced by the type and quality of data provided in Task 1A.

Deliverable: Summary Workbook formatted similar to the Town of Holly Springs Comprehensive Plan, Charrette Summary Workbook (compilation of the data received and early synthesis)

Task 1B – Emerging Markets, Trends, and Realities

Region influences — economic, cultural, environmental, or political — in and around Knightdale will be identified and summarized for the comprehensive planning process based on a list provided by the CLIENT. Demographic data will summarize housing, household, population, income, and employment data for Knightdale using information from the US Census Bureau or ESRI ArcGIS Business Analyst Software. Information collected and summarized for Task 1B will be used to update information in the 2035 Knightdale Next Comprehensive Plan related to the following document headings: General Population (pages 22-23), Housing (pages 24-25), and Economy (pages 26-29). (Note: page numbers in the Scope of Services match page numbers in the 2035 Knightdale Next Comprehensive Plan that will be updated under Task 1B).

A concise market and economic analysis for the Town of Knightdale (town-wide reporting) will be completed to identify changing market demand and trends for housing, retail, office, and industrial land uses observed since adoption of the 2035 Knightdale Next Comprehensive Plan. Future year population and employment forecasts from CAMPO or TJ COG for the period between 2020 and 2050 will be used for the new Comprehensive Plan. Findings and recommendations from the analysis may also consider changing demographic preferences, land availability, access to infrastructure, developer interests, changing investment behaviors, Town policies, or elected officials' actions and their influences for the new Comprehensive Plan.

Insights from the CLIENT will be shared with the CONSULTANT to supplement data collected in Task 1B.

Deliverable: Revised information for demographic sections identified in Task 1B, to be Included in the new Knightdale Next Comprehensive Plan

Task 1C – Consultant Peer Review and Assessment, Town Staff Insights

Thoughts, opinions, issues, or themes will be summarized quantitatively or qualitatively in a slide deck — as deemed appropriate by the CONSULTANT — from information collected or created in Tasks 1A and 1B. Information will be organized into planning themes representing important issues for subsequent phases in the comprehensive planning process. The CLIENT will add their insights to the assessment based on personal experiences working in the town since adoption of the 2035 Knightdale Next Comprehensive Plan.

Deliverable: Summary Slide Deck used in Meeting under Task 0B

TASK 2 – COMPREHENSIVE PLAN UPDATES

Task 2A – General Refinements to the Document

The CONSULTANT will migrate portions of the 2035 Knightdale Next Comprehensive Plan to a new document and 1) revise specific sections of the Comprehensive Plan to reflect data, findings, and recommendations attributable to this Scope of Services and 2) add new sections to the Comprehensive Plan attributable to this Scope of Services. The CONSULTANT will prepare and submit a draft Comprehensive Plan to the CLIENT for review and comment (staff review draft). The CONSULTANT will respond to one set of comments consolidated by the CLIENT for the staff review draft. A revised document will be submitted to the

CLIENT for public review (public review draft). The CONSULTANT will respond to one set of comments consolidated by the CLIENT for the public review draft. A revised document will be submitted to the CLIENT for the public hearing process (public hearing draft). The CONSULTANT will respond to one set of comments consolidated by the CLIENT for the public hearing draft. A final document and all related work files will be transmitted to the CLIENT as the final deliverable after Town Council adoption (final document). The CLIENT will be responsible for all revisions to the Comprehensive Plan once the final document is received from the CONSULTANT; consistent with the CLIENT'S roles and responsibilities for stakeholder engagement described in Task 0B.

Each version of the document will be created using Adobe InDesign software and submitted to the CLIENT in Adobe Acrobat format. CLIENT comments on draft documents (each version) will be provided in one document, representing a consolidated list of comments from CLIENT staff, using the sticky notes or highlighter tools in Adobe Acrobat. The CLIENT will be responsible for all printing duties associated with the document.

The CLIENT will prepare all materials required to formally amend rules, policies, ordinances, regulations, etc. recommended in the Comprehensive Plan following adoption of the document (all work completed independent of the Consultant).

*Deliverable: Knightdale Next Comprehensive Plan, Staff Review Draft
Knightdale Next Comprehensive Plan, Public Review Draft
Knightdale Next Comprehensive Plan, Public Hearing Draft
Knightdale Next Comprehensive Plan, Final Document
Knightdale Next Comprehensive Plan, Work Files*

Task 2B – Update Growth Framework and Supporting Maps

The CONSULTANT will update the Growth Framework and Growth and Conservation Maps in the 2035 Knightdale Next Comprehensive Plan to implement themes, concepts, or policies identified in Task 1C. Revisions to the maps will also incorporate findings, conclusions, and recommendations from other plans and studies adopted by the town since adoption of the 2035 Knightdale Next Comprehensive Plan (e.g., River District Small Area Plan.)

Revisions to the two maps identified under Task 2B may include the need to expand the type or number of place type categories assigned on the Growth and Conservation Map. If needed, the CONSULTANT will describe new place types to use in the new Knightdale Next Comprehensive Plan under Task 2B. A similar review and update effort, if needed, will be performed by the CONSULTANT under Task 2B for the nodes and centers depicted on the Growth Framework Map.

*Deliverable: Growth Framework Map, Revised
Growth and Conservation Map, Revised
Place Typology, Revised (if needed)*

Task 2C – Focus Area, Activity Center, or Corridor Specific Recommendations

The CONSULTANT will emphasize recommendations for specific focus areas, activity centers, or corridors identified on the new Growth Framework or Conservation and Development Maps (see Task 2B) in the updated Comprehensive Plan.

Under Task 2C, the CONSULTANT will prepare a detailed concept plan for selected neighborhoods, activity centers, or corridors in Knightdale (up to four focus areas total) that illustrate many of the big ideas expressed in the new Comprehensive Plan. The CONSULTANT will pick the focus area locations and boundary extents with input from the CLIENT. The size of each focus area will be limited to a geography that fits on 11"x17" paper at 1:300 scale, or a geography that fits on 24"x 36" paper at 1:100 scale. The different focus areas may include new (or improved) streets, blocks, parks, and buildings (determined after locations are selected) using a plan view format (top-down map). Perspective drawings, street view scenes, or architectural details may be used to highlight preferred character and development principles for the (up to) four locations. Graphic representations for the focus areas will be selected by the CONSULTANT with input from the CLIENT.

*Deliverable: Plan Concept (Master Plan), Four Locations
Art Rendering (Aerial or Street View), Four Locations
Site-Specific, Keyed Recommendations, Four Locations*

Task 2D – Infrastructure Investment Strategy and Concept Maps

The CONSULTANT will measure high-level development impacts and evaluate supporting infrastructure needed qualitatively (planning-level assessments only) to serve the new Growth Framework and Conservation and Development Maps (updated in Task 2B). Infrastructure categories studied under Task 2D will address topics presented in the 2035 Knightdale Next Comprehensive Plan: parks and open space, trails and greenways, street network, and transit network. The CONSULTANT will also update sections of the 2035 Knightdale Next Comprehensive Plan to include findings, conclusions, and recommendations from the Shift Knightdale Comprehensive Transportation Plan adopted in November 2022, the River District Small Area Plan adopted in July 2023, and the Comprehensive Parks and Recreation Master Plan adopted in March 2022.

New infrastructure concept maps for Knightdale will borrow liberally from the CONSULTANT'S recent work in Garner, NC and Southern Pines, NC to be efficient with budget resources.

Deliverable: Infrastructure Concepts Maps, Topics Included in the Previous Knightdale Next Comprehensive Plan

TASK 3 – ADDITIONAL SERVICES

The CONSULTANT is available to provide other services, or incur other expenses, not anticipated at the time the Scope of Services was written to support the new Knightdale Next Comprehensive Plan as Additional Services. Work will be performed on a labor fee plus expenses basis using a loaded hourly rate of \$195.00 for Principal, \$165.00 for Senior Planner, and \$125.00 for Planner employment categories. Tasks will be detailed in a specific scope of services and work will be approved by the CLIENT before it begins. The CLIENT will approve new or expanded task assignments in writing before the CONSULTANT begins work. An email authorization from the CLIENT will be acceptable for meeting this requirement.

PART 2: CONTRACT TIME

Commencement Date: August 17, 2023
Estimated Completion Date: August 17, 2024

PART 3: CONTRACT PRICE

The CONSULTANT shall perform the Scope of Services described in Part 1 above for a lump sum fee of \$149,440.00; including all expenses incurred as part of the identified PROJECT.