

**Agenda**  
**Board of Aldermen**  
**Town of Gibsonville**

**July 3, 2023**  
**Regular Meeting**

**Town Hall**  
**7:00 pm**

1. Invocation - Dean
2. Public Comments
3. Approval of agenda
4. Approval of minutes
5. Annexation Petition – 529 NC HWY 61 South
6. Resolutions to accept an offer of American Rescue Plan funding
7. Engineering Services Contract for Water AIA
8. Engineering Services Contract for Sewer AIA
9. Grant Project Ordinance Water AIA
10. Grant Project Ordinance Sewer AIA
11. Budget Ordinance Amendment #1
12. Clearscapes Schematic Design and Design Development Proposal – Gibsonville Public Library
13. Reports
  - a. Town Manager
  - b. Mayor
  - c. Board Members

## Addendum

**Annexation Petition – 529 NC HWY 61 South** – Owner Nasser Massry (Starlight Construction, LLC) has submitted an annexation petition for 529 NC HWY 61 South (Guilford County Parcel ID 104350 consisting of 0.91 acres). The board will need to direct the Town Clerk to certify the sufficiency of the petition and certify the results to the board. The board will also need to set a public hearing for August 7<sup>th</sup>.

Attachment: Petition requesting annexation, deed, GIS property details

**Resolutions to accept an offer of American Rescue Plan funding** – These resolutions are needed to accept American Rescue Plan funding from the NC Division of Water Infrastructure. Each offer is in the amount of \$200,000. The projects to be funded are an Asset Inventory and Assessment study for the town’s water infrastructure and an Asset Inventory and Assessment study for the town’s sewer infrastructure.

Attachment: Resolutions to accept funding

**Engineering Services Contract for Water AIA** – Alley, Williams, Carmen & King, Inc. has provided a proposed contract for the Town of Gibsonville to assist with mapping of the drinking water distribution system and evaluating the system for compliance with the Lead and Copper Rule Revision. The board will need to approve the proposed contract.

Attachment: Engineering Agreement for Drinking Water Infrastructure

**Engineering Services Contract for Sewer AIA** – Alley, Williams, Carmen & King, Inc. has provided a proposed contract for the Town of Gibsonville to assist with mapping and evaluation of the Town’s sewer collection system. The board will need to approve the proposed contract.

Attachment: Engineering Agreement for Sewer Infrastructure

**Grant Project Ordinance Water AIA** – The Town has been awarded a \$200,000 Water AIA Grant for the purpose of completing an Asset Inventory and Assessment study. The study will be completed in under two years and can be budgeted through this grant project ordinance.

Attachment: Memo, Grant Project Ordinance

**Grant Project Ordinance Sewer AIA** – The Town has been awarded a \$200,000 Sewer AIA Grant for the purpose of completing an Asset Inventory and Assessment study. The study will be completed in under two years and can be budgeted through this grant project ordinance.

Attachment: Memo, Grant Project Ordinance

**Budget Ordinance Amendment #1** – This budget ordinance amendment is needed to account for two AIA grants from the NC Division of Water Infrastructure. Each grant is in the amount of \$200,000.

Attachment: Memo, Budget Ordinance Amendment #1

**Clearscapes Schematic Design and Design Development Proposal – Gibsonville Public Library** – Clearscapes Architecture + Art completed the Concept Design phase of the Gibsonville Public Library Project in May of 2023. They have provided a proposal for the next steps, Schematic Design and Design Development, in the amount of \$300,000. This funding has already been allocated by the town to the project ordinance. Subsequent phases to include Construction Documentation, Permitting, Bidding, and Construction Administration will continue forward as more funds are made available to the project and the owner’s written approval to proceed is received by the design team.

Attachment: Clearscapes proposal

**Town of Gibsonville  
Petition Requesting Annexation**

**To the Board of Alderman of the Town of Gibsonville:**

- 1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed into the Town of Gibsonville**
  
- 2. The area to be annexed is contiguous to the Town of Gibsonville and the boundaries of such territory are as follows: (See attached)**

**Property Owner(s):** Nasser Massry (Starlight Const. LLC)

**Address:** 1132 Lochshire Dr. Burlington, NC

**Phone Number:** 336-345-1177

**Parcel Information: County**  Guilford  Alamance **Address:** 529 NC Hwy 61 South

**County Parcel Number:** 104350      **Deed Book:** 8734      **Page:** 3070

**Owner(s) Signature:**       **Date** 6-23-23

\_\_\_\_\_ **Date** \_\_\_\_\_

BK: R 8734  
PG: 3070 - 3071  
RECORDED:  
06/09/2023  
11:50:45 AM  
DEPUTY-GB  
BY: MARY BROWN

2023025834  
GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$26.00  
STATE OF NC  
REAL ESTATE  
EXTX \$86.00

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$86.00

Parcel Identifier No. 104350 Verified by \_\_\_\_\_ County on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee: 1132 Lochshire Drive, Burlington, NC 27215

This instrument was prepared by: Paul L. Oertel, III, 3493 Forestdale Drive, Suite 103, Burlington, NC 27215

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 28th day of April 2023, by and between

GRANTOR	GRANTEE
James Shelton Reavis, Jr. and spouse, Sharon Kapp Reavis  4717 Stafford Mill Road Liberty, NC 27298	Starlight Construction, LLC A North Carolina limited liability company  1132 Lochshire Drive Burlington, NC 27215

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in Rock Creek Township, Guilford County, North Carolina and more particularly described as follows:

Being all of Lot Numbers One Hundred Twelve (112) and One Hundred Thirteen (113) of the D. P. Foust "Midway Springs Property" as shown on that plat recorded in the Office of the Register of Deeds for Guilford County, North Carolina in Plat Book 14 at Page 2, which plat is incorporated herein for a more complete description also shown in Plat Book 202 at page 116 which plat is also referenced herein.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7829 at Page 2176 (Tract 3)

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 14 at Page 2.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Any Rights of Way, Easements and or Restrictions of Record, if any and further subject to that Deed of Dedication and Easement filed in Book 8410 at Page 1768 in favor of the Town of Gibsonville.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

James Shelton Reavis, Jr. (SEAL)  
James Shelton Reavis, Jr.

Sharon Kapp Reavis (SEAL)  
Sharon Kapp Reavis

State of NC - County of Alamance

I, the undersigned Notary Public of the County of Alamance and State aforesaid, certify that James Shelton Reavis, Jr. and Sharon Kapp Reavis personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28 day of April, 2023

My Commission Expires: 4.29.28  
(Affix Seal)

[Signature]  
Notary Public  
Notary's Printed or Typed Name

Paul L. Oertel, III  
Notary Public  
Alamance County, NC

## Guilford County, NC



Parcel Number	104350	Total Out Building Value	0
PIN	8835303416	Total Land Value	25000
Owner	STARLIGHT CONSTRUCTION LLC	Total Deferred Value	0
Mail Address	1132 LOCHSHIRE DR	Bldg Card	
Mail City	BURLINGTON	Appraisal Model Code	
Mail State	NC	Deed Data	6/9/2023
Mail Zip	27215	Neighborhood	8835L01
Property Address	529 NC HIGHWAY 61 S	Property Type	RESIDENTIAL
Legal Description	112-113 PB14-2 FOUST NC 61 PL2-2	Structure Size	
Deed	008734-03070	Lot Size	0.91
Plat	2-2	Year Built	
Condo		Bedrooms	
Total Assessed	25000	Bathrooms	
Total Building Value	0	Grade	



*Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.*

Map Scale  
**1 inch = 250 feet**  
 6/23/2023

**RESOLUTION BY THE TOWN OF GIBSONVILLE TO  
ACCEPT AN OFFER OF AMERICAN RESCUE PLAN FUNDING**

**WHEREAS**, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 and to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$200,000 to perform an Asset Inventory and Assessment study for sewer detailed in the submitted application, and

**WHEREAS**, the Town of Gibsonville intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE:**

That the Town of Gibsonville does hereby accept the American Rescue Plan Grant offer of \$200,000.

That the Town of Gibsonville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Ben Baxley, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 3<sup>rd</sup> day of July at Gibsonville, North Carolina.

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Mayor

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Attest: Town Clerk

**RESOLUTION BY THE TOWN OF GIBSONVILLE TO  
ACCEPT AN OFFER OF AMERICAN RESCUE PLAN FUNDING**

**WHEREAS**, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 and to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$200,000 to perform an Asset Inventory and Assessment study for water detailed in the submitted application, and

**WHEREAS**, the Town of Gibsonville intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE:**

That the Town of Gibsonville does hereby accept the American Rescue Plan Grant offer of \$200,000.

That the Town of Gibsonville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Ben Baxley, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 3<sup>rd</sup> day of July at Gibsonville, North Carolina.

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Mayor

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Attest: Town Clerk





# alley, williams, carmen & king, inc.

*Engineering • Architecture • Land Surveying*

June 29, 2023

Mr. Ben Baxley  
Town Manager  
Town of Gibsonville

Subject: Asset Inventory and Assessments Grant  
Drinking Water Infrastructure  
Engineering Agreement

Dear Mr. Baxley,

Alley, Williams, Carmen & King, Inc. is pleased to provide the Town of Gibsonville with this letter of agreement to provide engineering and administration services for the Town's Asset Inventory and Assessments Grant from NCDEQ-Division of Water Infrastructure. This proposal is to assist the Town with mapping of the drinking water distribution system and evaluating system for compliance with the Lead and Copper Rule Revision.

## **Background Information and Scope of Services**

The Town of Gibsonville owns and operates a water distribution system that supplies drinking water and wastewater collection within the Town and to areas just outside city limits. The Town applied for and was awarded funding for Asset Inventory and Assessment (AIA) for the water distribution and collection systems in the spring of 2022. The AIA application includes engineering evaluation and mapping of both systems. This contract is drinking water AIA funding.

AWCK is a full-service architectural and civil engineering based in Burlington, North Carolina that was founded in 1960 and has worked with the Town of Gibsonville for many decades. This time includes decades working with the Town of Gibsonville and its water and sewer system. AWCK will assist the Town with approved scope from NC Division of Water Infrastructure (Exhibit 3).

It should be noted that final engineering design and bid documents are not included within this scope of services but can be provided at a later point through an addendum if requested.

## **Independent Contractor**

Consultant shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Town shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Worker's Compensation Insurance since the Consultant is an Independent Contractor.

## **Professional Services**

Alley, Williams, Carmen, & King, Inc. (AWCK) shall perform the professional Consulting Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, in the same geographical regions as the work described in this Agreement and any Work Authorization. AWCK agrees to correct, at its own expense, any service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.

### **Prohibited Interest**

AWCK affirms that it has neither an interest, nor shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement. AWCK may still provide private engineering design within the Town of Gibsonville but any private work will be reviewed by either another entity or by Town staff.

### **Discrimination Prohibited**

AWCK shall not discriminate against any person in the performance of this Agreement because of race, creed, sex, handicap, color, age, national origin, or familial status.

### **Insurance**

AWCK shall maintain for the term of this Agreement insurance policies covering:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$2,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$2,000,000 each occurrence and \$2,000,000 in aggregate.
- Umbrella Liability insurance, a total of \$5,000,000 each occurrence.
- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000.

Additionally, the Town shall be named as an additional insured on Comprehensive General Liability and Comprehensive Automobile Liability, and the policies shall provide that the Town shall be given at least thirty (30) days advance written notice in the event of cancellation.

### **Summary of Fees**

We propose to provide the above described services for a fee of \$200,000.00. The individual fees are attached within Exhibit #1 – Scope of Services.

We appreciate the opportunity of submitting this letter of agreement for your review and acceptance. We look forward to working with you and should you have any questions or require additional information, please contact me at 336-226-5534.

Sincerely,

ALLEY, WILLIAMS, CARMEN & KING, INC.



Joshua S. Johnson, P.E.  
Principal Engineer

The scope of services, terms and conditions of this Letter of Agreement are accepted.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer Approval

\_\_\_\_\_  
Date

**EXHIBIT – 1  
SCOPE OF SERVICES**

**Task 1 –GIS Field Data Collection**  
Task 1 Fixed Fee: \$150,000

**Task 2 – As Built Research**  
Task 2 Fixed Fee: \$10,000

**Task 3 – Water System Modeling**  
Task 5 Fixed Fee: \$20,000

**Task 4 – Water Service Sampling**  
Task 4 Fixed Fee: \$5,000

**Task 5 – Asset List Creation and Mapping**  
Task 2 Fixed Fee: \$15,000

**Summary of Tasks/Fees:**

Task 1 – GIS Field Data Collection	\$ 150,000.00
Task 2 – As-Built Research	\$ 10,000.00
Task 3 – Water System Modeling	\$ 20,000.00
Task 4 – Water Service Sampling	\$ 5,000.00
Task 5 – Asset List Creation and Mapping	<u>\$ 15,000.00</u>
<b>Total All Tasks:</b>	<b>\$ 200,000.00</b>

EXHIBIT - 2

HOURLY CHARGE RATE SCHEDULE – January 1, 2023

This information is confidential and is intended for use by the recipient only.

1. Engineers:
  - a. EI – Engineering Intern \$ 80.00 - \$130.00/Hr.
  - b. Registered Professional Engineer 100.00 - 160.00/Hr.
  - c. Associate/Registered Professional Engineer 125.00 - 180.00/Hr.
  - d. Principal/Registered Professional Engineer 190.00 - 250.00/Hr.
  
2. Architects:
  - a. Architects in Training \$ 80.00 - \$100.00/Hr.
  - b. Registered Architect 90.00 - 130.00/Hr.
  - c. Associate/Registered Architect 145.00 - 180.00/Hr.
  - d. Principal/Registered Architect 160.00 - 180.00/Hr.
  
3. Surveyors:
  - a. Surveyor in Training \$ 75.00 - \$ 90.00/Hr.
  - b. Registered Land Surveyor 85.00 - 115.00/Hr.
  - c. Associate/Registered Land Surveyor 95.00 - 140.00/Hr.
  
4. Technical Staff:
  - a. Project Manager \$ 90.00 - \$130.00/Hr.
  - b. CADD Designer/Technician 75.00 - 110.00/Hr.
  - c. Stormwater Program Coordinator 75.00 - 110.00/Hr.
  
5. Survey Parties:
  - a. 2-Man Party \$140.00 - \$180.00/Hr.
  - b. 3-Man Party 190.00 - 225.00/Hr.
  
6. Construction Observer \$ 75.00 - \$120.00/Hr.
  
7. Clerical \$ 55.00 - \$ 80.00/Hr.
  
8. Other:
  - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
  - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
  - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
  - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
  - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
  - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
  - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
  - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

### ***Exhibit 3***

## **Water Asset Inventory and Assessment**

### **Preliminary Project Scope and Schedule**

#### **Town of Gibsonville**

DATE: November 18, 2022

SUBJECT: Asset Inventory and Assessment (AIA) Grant  
Project No. AIA-D-ARP-0179  
Spring 2022 Application Cycle

#### **Preliminary Project Scope**

##### **1. Project Purpose**

The Town of Gibsonville applied for the AIA grant to assist the Town in mapping the existing water system, review of as-built data to aid in planning for the update lead and copper rule revisions, and to conduct sampling within different neighborhoods of the Town to identify potential areas of lead and copper that would be above the new recommended levels. The Town of Gibsonville was first established in the late 1800's and like many townships in North Carolina, was a community built around several local mills. According to historical records and fire insurance maps from the Library of Congress, the Town's first water system were completed in 1923. Being that the Town's original water infrastructure is nearing 100 years old, the Town needs to map the existing infrastructure to verify what watermain that are near 100 years old are still active and their location. This mapping would be conducted by a contracted survey team assisted by Town staff that would locate valves, fire hydrants. Town Staff would use their existing locate equipment to paint the waterlines which would aid the survey crew in the direction of the waterline when they are not within close proximity to a valve. Previous mapping projects were conducted by the town in the late 1980's through the early 1990's but those maps are paper copies and cannot be recreated on computer style GIS software. With the advancement of GIS work platforms, phone applications and GPS, the Town needs the water system GPS located. This will allow Town Staff to accurately find its water infrastructure by using work issued tablet and other GPS capable devices. At the end of this process the Town will have an updated map of the water system and be stored on secured Town computers with a backup file to be stored with the Town's engineer. The Town will always have access to this data and by using a GIS platform, additional fields can be added to the point data to allow for in-depth review of the condition of the system.

When the system mapping is completed, the engineering/survey firm will work with the Fire Department to create a new numbering system or expand upon the current numbering system that the Department uses for fire hydrants within the system. The Fire Department has previously paid for Hazen and Sawyer Engineers to perform system modeling to show the potential fire flow within in the system. This data uses assumed elevations from the county GIS database and locations of fire hydrants from existing non-GPS maps. By GPS'ing the fire hydrants, Hazen can provide the Fire Department with the

most accurate model of their system based on actual field elevations. The Town would then assign a color system to the hydrant map so that in the event of a fire, the Department will know how many gallons per minute the water systems can provide to the hydrant.

Following mapping of the system, the Town will conduct as-built research into watermain materials. This will be added to the GPS mapped dataset. By knowing the type of pipe material, the Public Works Department will be able to identify the type of repair tools needed in the event of a water leak as well as assist Hazen in building a more accurate model of the system. This as-built research will also aid in the creation of a Lead and Copper Rule Revision inventory. In many cases, as-builts shows the material types of services that were used for that project. In the event that service material cannot be determined from as-built research, the Town will conduct randomized sampling of water services. This sampling will be conducted by Town Staff and samples will be taken to a certified laboratory that can test for lead and copper levels. This sampling will be included in the GIS database for the LCRR inventory.

**2. Preliminary Project Schedule**

TASK	TENTATIVE DATA
Funded AIA	<b>November – December 2022</b>
Request for Quotation	<b>December 2023</b>
Consultant Selections and Meeting	<b>January 2023</b>
Field Data Collection	<b>July 2023-November 2023</b>
GIS Updates to Water Map	<b>November 2023-January 2024</b>
As-Built Research	<b>September 2023</b>
Water Service Sampling	<b>January 2024-April 2024</b>

**3. Cost Estimate:**

SEWER ASSET INVENTORY AND ASSESSMENT PROJECT COST ESTIMATE		
ITEM	DESCRIPTION	TOTAL
1	GIS Field Data Collection	\$150,000.00
2	As-Built Research	\$10,000.00
3	System Modeling	\$20,000.00
4	Water Service Sampling	\$5,000.00
5	Asset List Creation and Mapping	\$15,000.00
TOTAL:		\$200,000.00

**4. Follow-up Items:**

- a. The Town of Gibsonville will follow the water and wastewater utility evaluation guidance document to assist city staff and the selected consultant in creating an AIA management plan that will be updateable for years to come.
- b. NCDWI will be invited to all progress meetings, provide minutes of all meetings, and be provided field reports at the completion of the project. NCDWI will be provided with a copy of the completed Asset Inventory and Assessment report that is provided to the Town of Gibsonville. Due to security concerns, the Town of Gibsonville does not provide any outside entity with GIS data files that could be hacked or unintentionally transmitted without the Town's consent. The Town will share printed or PDF maps with NCDWI showing the updated infrastructure locations and any other data on age of infrastructure that NCDWI might want to see as part of this study.
- c. The Town of Gibsonville does not intend to purchase equipment with this funding.
- d. GIS data will be provided to the Town of Gibsonville town manager and public works director for them to keep and access. Currently, the town's contracted engineer manages the GIS data for the Town. This data is stored on a secure server and is also backed up with an external hard drive. The Town of Gibsonville will own the data with permission granted to the Town's contracted engineer to use/house the data.
- e. A GIS polygon file will be shared with NCDWI showing the limits of the Town's water system at the conclusion of the project.





# alley, williams, carmen & king, inc.

*Engineering • Architecture • Land Surveying*

June 29, 2023

Mr. Ben Baxley  
Town Manager  
Town of Gibsonville

Subject: Asset Inventory and Assessments Grant  
Sewer Infrastructure  
Engineering Agreement

Dear Mr. Baxley,

Alley, Williams, Carmen & King, Inc. is pleased to provide the Town of Gibsonville with this letter of agreement to provide engineering and administration services for the Town's Asset Inventory and Assessments Grant from NCDEQ-Division of Water Infrastructure. This proposal is to assist the Town with mapping of the sewer collection system and evaluating system.

## **Background Information and Scope of Services**

The Town of Gibsonville owns and operates a water distribution system that supplies drinking water and wastewater collection within the Town and to areas just outside city limits. The Town applied for and was awarded funding for Asset Inventory and Assessment (AIA) for the water distribution and collection systems in the spring of 2022. The AIA application includes engineering evaluation and mapping of both systems. This contract is sewer AIA funding.

AWCK is a full-service architectural and civil engineering based in Burlington, North Carolina that was founded in 1960 and has worked with the Town of Gibsonville for many decades. This time includes decades working with the Town of Gibsonville and its water and sewer system. AWCK will assist the Town with approved scope from NC Division of Water Infrastructure (Exhibit 3).

It should be noted that final engineering design and bid documents are not included within this scope of services but can be provided at a later point through an addendum if requested.

## **Independent Contractor**

Consultant shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Town shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Worker's Compensation Insurance since the Consultant is an Independent Contractor.

## **Professional Services**

Alley, Williams, Carmen, & King, Inc. (AWCK) shall perform the professional Consulting Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, in the same geographical regions as the work described in this Agreement and any Work Authorization. AWCK agrees to correct, at its own expense, any service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.

**Prohibited Interest**

AWCK affirms that it has neither an interest, nor shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement. AWCK may still provide private engineering design within the Town of Gibsonville but any private work will be reviewed by either another entity or by Town staff.

**Discrimination Prohibited**

AWCK shall not discriminate against any person in the performance of this Agreement because of race, creed, sex, handicap, color, age, national origin, or familial status.

**Insurance**

AWCK shall maintain for the term of this Agreement insurance policies covering:

- Worker’s Compensation and Employer’s Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$2,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$2,000,000 each occurrence and \$2,000,000 in aggregate.
- Umbrella Liability insurance, a total of \$5,000,000 each occurrence.
- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000.

Additionally, the Town shall be named as an additional insured on Comprehensive General Liability and Comprehensive Automobile Liability, and the policies shall provide that the Town shall be given at least thirty (30) days advance written notice in the event of cancellation.

**Summary of Fees**

We propose to provide the above described services for a fee of \$200,000.00. The individual fees are attached within Exhibit #1 – Scope of Services.

We appreciate the opportunity of submitting this letter of agreement for your review and acceptance. We look forward to working with you and should you have any questions or require additional information, please contact me at 336-226-5534.

Sincerely,

ALLEY, WILLIAMS, CARMEN & KING, INC.



Joshua S. Johnson, P.E.  
Principal Engineer

The scope of services, terms and conditions of this Letter of Agreement are accepted.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer Approval

\_\_\_\_\_  
Date

**EXHIBIT – 1  
SCOPE OF SERVICES**

**Task 1 –GIS Field Data Collection and Condition Assessment**  
Task 1 Fixed Fee: \$160,000

**Task 2 – Asset List Creation and Mapping and Condition Assessment**  
Task 2 Fixed Fee: \$20,000

**Task 3 – CCTV of Sewer System**  
Task 2 Fixed Fee: \$20,000

**Summary of Tasks/Fees:**

Task 1 – GIS Field Data Collection and Condition Assessment	\$ 160,000.00
Task 2 – Asset List Creation and Condition Assessment	\$ 20,000.00
Task 3 – CCTV of Sewer System	<u>\$ 20,000.00</u>
<b>Total All Tasks:</b>	<b>\$ 200,000.00</b>

EXHIBIT - 2

HOURLY CHARGE RATE SCHEDULE – January 1, 2023

This information is confidential and is intended for use by the recipient only.

1. Engineers:
  - a. EI – Engineering Intern \$ 80.00 - \$130.00/Hr.
  - b. Registered Professional Engineer 100.00 - 160.00/Hr.
  - c. Associate/Registered Professional Engineer 125.00 - 180.00/Hr.
  - d. Principal/Registered Professional Engineer 190.00 - 250.00/Hr.
  
2. Architects:
  - a. Architects in Training \$ 80.00 - \$100.00/Hr.
  - b. Registered Architect 90.00 - 130.00/Hr.
  - c. Associate/Registered Architect 145.00 - 180.00/Hr.
  - d. Principal/Registered Architect 160.00 - 180.00/Hr.
  
3. Surveyors:
  - a. Surveyor in Training \$ 75.00 - \$ 90.00/Hr.
  - b. Registered Land Surveyor 85.00 - 115.00/Hr.
  - c. Associate/Registered Land Surveyor 95.00 - 140.00/Hr.
  
4. Technical Staff:
  - a. Project Manager \$ 90.00 - \$130.00/Hr.
  - b. CADD Designer/Technician 75.00 - 110.00/Hr.
  - c. Stormwater Program Coordinator 75.00 - 110.00/Hr.
  
5. Survey Parties:
  - a. 2-Man Party \$140.00 - \$180.00/Hr.
  - b. 3-Man Party 190.00 - 225.00/Hr.
  
6. Construction Observer \$ 75.00 - \$120.00/Hr.
  
7. Clerical \$ 55.00 - \$ 80.00/Hr.
  
8. Other:
  - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
  - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
  - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
  - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
  - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
  - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
  - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
  - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

### ***Exhibit 3***

## **Sewer Asset Inventory and Assessment**

## **Preliminary Project Scope and Schedule**

### **Town of Gibsonville**

DATE: November 18, 2022

SUBJECT: Asset Inventory and Assessment (AIA) Grant  
Project No. AIA-W-ARP-0187  
Spring 2022 Application Cycle

### **Preliminary Project Scope**

#### **1. Project Purpose**

The Town of Gibsonville applied for the AIA grant to assist the Town in mapping the existing sewer system and assessing the condition of the gravity sewer system. The Town recently completed a USDA funded sewer rehabilitation project which allowed for CIPP of one of the main outfalls in an attempt to eliminate inflow and infiltration nearest wet weather ditches and creeks. The Town of Gibsonville was first established in the late 1800's and like many townships in North Carolina, was a community built around several local mills. According to historical records, the Town's first sewer system were completed in 1923. Being that the Town's original sewer infrastructure is nearing 100 years old, the Town needs to update its map of existing infrastructure. The Town has a map of the sewer system from the late 1980's but investigations from Town Staff has revealed that the map isn't as accurate as originally thought and this does not correlate well with existing streets when trying to add it to computer-based systems. With the advancement of GIS work platforms, phone applications and GPS, the Town needs the sewer system GPS located. This will allow Town Staff to accurately find its sewer infrastructure by using work issued tablet and other GPS capable devices. At the end of this process the Town will have an updated map of the sewer system and be stored on secured Town servers with a backup file to be stored with the Town's engineer. The Town will always have access to this data and by using a GIS platform, additional fields can be added to the point data to allow for in-depth review of the condition of the system.

From previous investigations conducted by the Town, Staff knows the original system is primarily VCP which is known to leak around the joints and service connections. When the GIS data is collected, the survey team will identify the condition of the manholes, and the pipe material that is at each manhole.

At the completion of the GIS mapping, the contracted engineering firm will perform a condition assessment as well as create an identifying number on all sewer mains and manholes. The engineering firm will work with the Town to either continue the numbering system that the public works department

has or create a new one that can be added to in the future as new infrastructure is added to the system. At the completion of this Asset Inventory and Assessment, the Town would use the data collected to drive the capital improvement plan and be able to justify funding rehabilitation projects to the Town Council.

When mapping and condition assessment is complete, the Town may perform CCTV of the system that believed to allow inflow and infiltration. Should any funds remain from any of the three project scope areas, the Town would like to shift those funds into the CCTV category to allow for as much of the system to be inspected as possible.

**2. Preliminary Project Schedule**

TASK	TENTATIVE DATA
Funded AIA	<b>November – December 2022</b>
Request for Qualifications	<b>December 2023</b>
Consultant Selections and Meeting	<b>January 2023</b>
Field Data Collection/GIS Updates	<b>July 2023-January 2024</b>
Condition Assessment	<b>October 2023-January 2024</b>
CCTV of Sewer System	<b>January 2024-April 2024</b>

**3. Cost Estimate:**

SEWER ASSET INVENTORY AND ASSESSMENT PROJECT COST ESTIMATE		
ITEM	DESCRIPTION	TOTAL
1	GIS Field Data Collection and Condition Assessment	\$160,000.00
2	Asset List Creation and Condition Assessment	\$20,000.00
3	CCTV of Sewer System	\$20,000.00
TOTAL:		\$200,000.00

**4. Follow-up Items:**

- a. The Town of Gibsonville will follow the water and wastewater utility evaluation guidance document to assist city staff and the selected consultant in creating an AIA management plan that will be updateable for years to come.
- b. NCDWI will be invited to all progress meetings, provide minutes of all meetings, and be provided field reports at the completion of the project. NCDWI will be provided with a copy of the completed Asset Inventory and Assessment report that is provided to the Town of Gibsonville. Due to security concerns, the Town of Gibsonville does not provide any outside entity with GIS data files that could be hacked or unintentionally transmitted without the Town's consent. The Town will share printed or PDF maps with NCDWI showing the updated infrastructure locations and any other data on age of infrastructure that NCDWI might want to see as part of this study.
- c. The Town of Gibsonville does not intend to purchase equipment with this funding.
- d. GIS data will be provided to the Town of Gibsonville town manager and public works director for them to keep and access. Currently, the town's contracted engineer manages the GIS data for the Town. This data is stored on a secure server and is also backed up with an external hard drive. The Town of Gibsonville will own the data with permission granted to the Town's contracted engineer to use/house the data.
- e. A GIS polygon file will be shared with NCDWI showing the limits of the Town's sewer system at the conclusion of the project.



# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** <sup>BB</sup> Ben Baxley, Town Manager

**Date:** 6/29/2023

**Re:** Grant Project Ordinance for Water Asset Inventory and Assessment (AIA)

---

The Town has been awarded a \$200,000 a Water AIA Grant for the purpose of completing an Asset Inventory and Assessment study. This study will be completed in less than two years and the appropriate way to budget for said project is through a grant project ordinance. A grant project ordinance identifies and authorizes the project, identifies the revenue sources for financing it, and makes all appropriations necessary to complete the project. A grant project ordinance need not be readopted in subsequent fiscal years; it has a project life rather than an annual life. A grant project ordinance is balanced for the life of the project rather than a fiscal year and may be amended at any time as long as it remains balanced.

Included is a Grant Project Ordinance for the Water AIA that identifies the revenues and expenditures required for the project.

**GRANT PROJECT ORDINANCE  
WATER ASSET INVENTORY AND ASSESSMENT**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE, NORTH CAROLINA**, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The Town has been awarded a \$200,000 Water Asset Inventory and Assessment (AIA) Grant for the purpose of completing a Water Asset Inventory and Assessment study.

Section 2. The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.

Section 3. The following revenues are anticipated to be available to the Town to complete the project:

Water AIA Grant	\$	200,000
-----------------	----	---------

Section 4. The following amounts are appropriated for this project:

Water AIA Grant Expenses	\$	200,000
--------------------------	----	---------

Section 5. The Town Manger shall report on the financial status of this project as directed by the Board of Aldermen and will inform the Board of any unusual occurrences.

Section 6. Copies of this project ordinance shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.

Section 7. That this ordinance shall take effect upon passage.

This the 3rd day of July, 2023.

---

Leonard Williams, Mayor

ATTEST:

---

Gina Griffeth, Town Clerk

# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** Ben Baxley, Town Manager

**Date:** 6/29/2023

**Re:** Grant Project Ordinance for Sewer Asset Inventory and Assessment (AIA)

---

The Town has been awarded a \$200,000 a Sewer AIA Grant for the purpose of completing an Asset Inventory and Assessment study. This study will be completed in less than two years and the appropriate way to budget for said project is through a grant project ordinance. A grant project ordinance identifies and authorizes the project, identifies the revenue sources for financing it, and makes all appropriations necessary to complete the project. A grant project ordinance need not be readopted in subsequent fiscal years; it has a project life rather than an annual life. A grant project ordinance is balanced for the life of the project rather than a fiscal year and may be amended at any time as long as it remains balanced.

Included is a Grant Project Ordinance for the Sewer AIA that identifies the revenues and expenditures required for the project.

**GRANT PROJECT ORDINANCE  
SEWER ASSET INVENTORY AND ASSESSMENT**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE, NORTH CAROLINA**, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The Town has been awarded a \$200,000 Sewer Asset Inventory and Assessment (AIA) Grant for the purpose of completing a Sewer Asset Inventory and Assessment study.

Section 2. The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.

Section 3. The following revenues are anticipated to be available to the Town to complete the project:

Sewer AIA Grant	\$	200,000
-----------------	----	---------

Section 4. The following amounts are appropriated for this project:

Sewer AIA Grant Expenses	\$	200,000
--------------------------	----	---------

Section 5. The Town Manger shall report on the financial status of this project as directed by the Board of Aldermen and will inform the Board of any unusual occurrences.

Section 6. Copies of this project ordinance shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.

Section 7. That this ordinance shall take effect upon passage.

This the 3rd day of July, 2023.

---

Leonard Williams, Mayor

ATTEST:

---

Gina Griffeth, Town Clerk

# Memo

**To:** Mayor Williams and Members of the Board of Aldermen

**From:** Ben Baxley, Town Manager

**Date:** 6/29/2023

**Re:** FY 2024 Budget Ordinance Amendment #1

---

The attached FY 2024 Budget Ordinance Amendment #1 is needed to account for two grants. Below is a list of the amendments with explanations.

Water AIA Grant Special Revenue Fund Revenues

- Increase of \$200,000 in Anticipated Revenues line item to account for grant funds

Water AIA Grant Special Revenue Fund Expenditures

- Increase of \$200,000 in Authorized Expenditures line item to implement said grant

Sewer AIA Grant Special Revenue Fund Revenues

- Increase of \$200,000 in Anticipated Revenues line item to account for grant funds

Sewer AIA Grant Special Revenue Fund Expenditures

- Increase of \$200,000 in Authorized Expenditures line item to implement said grant

The amendments increase the Water AIA Grant Special Revenue Fund by \$200,000, and the Sewer AIA Grant Special Revenue Fund by \$200,000.

**TOWN OF GIBSONVILLE, NORTH CAROLINA  
FY 2024 BUDGET ORDINANCE AMENDMENT #1**

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 3rd day of July, 2023 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

**SECTION I. GENERAL FUND**

<b>Anticipated Revenues</b>	<b>FY 2024</b>	<b>Amendment</b>	<b>FY 2024</b>
	<u><b>Current Budget</b></u>	<u><b>Increase/Decrease</b></u>	<u><b>Revised Budget</b></u>
Taxes, Current Year	4,807,076	-	4,807,076
Taxes, Prior Years, Interest & Penalties	31,150	-	31,150
Motor Vehicle Tax	467,508	-	467,508
Cemetery	16,000	-	16,000
Recreation	90,000	-	90,000
Sanitation Service Charge	475,000	-	475,000
Interest on Investments	23,000	-	23,000
Fire District Tax (Guilford)	19,271	-	19,271
Library	4,000	-	4,000
Transfer Perpetual Care	2,700	-	2,700
Sale of Fixed Assets	5,000	-	5,000
Guilford County Funds	55,500	-	55,500
Code Enforcement/Planning	18,000	-	18,000
Brush/White Goods Pickup Fees	4,000	-	4,000
Miscellaneous	72,559	-	72,559
GHA	2,340	-	2,340
Stormwater Fee	70,500	-	70,500
Solid Waste Disposal Tax	7,000	-	7,000
Intangible: Sales Tax (Alamance Co.)	1,500,600	-	1,500,600
Intangible: Sales Tax (Guilford Co.)	788,225	-	788,225
Utility Franchise	422,000	-	422,000
Beer & Wine	35,500	-	35,500
Powell Bill Funds	257,000	-	257,000
Loan Proceeds	1,106,000	-	1,106,000
Fund Balance (General Fund) Appropriation	735,923	-	735,923
Fund Balance (Powell Bill) Appropriation	325,000	-	325,000
<b>Total Anticipated Revenues</b>	<u><b>11,340,852</b></u>	<u><b>-</b></u>	<u><b>11,340,852</b></u>

**Authorized Expenditures**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
Governing Board	94,337	-	94,337
Administration	1,485,746	-	1,485,746
Police	3,240,857	-	3,240,857
Fire	2,513,038	-	2,513,038
Public Works	2,253,804	-	2,253,804
Powell Bill	420,000	-	420,000
Recreation	919,145	-	919,145
Library	345,425	-	345,425
Cemetery	28,500	-	28,500
Contingency	40,000	-	40,000
<b>Total Authorized Expenditures</b>	<b><u>11,340,852</u></b>	<b><u>-</u></b>	<b><u>11,340,852</u></b>
	0	0	0

**SECTION II. WATER & SEWER**

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<b>Anticipated W&amp;S Revenues</b>			
<b><u>Water Revenues</u></b>			
Water Service Fees	1,007,700	-	1,007,700
Tapping Fees	5,000	-	5,000
Meter Setting	10,000	-	10,000
Reconnection Fees	50,000	-	50,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	131,039	-	131,039
<b>Total Anticipated Water Revenues</b>	<b><u>1,215,739</u></b>	<b><u>-</u></b>	<b><u>1,215,739</u></b>
<b><u>Sewer Revenues</u></b>			
Sewer Service Fees	2,180,000	-	2,180,000
Tapping Fees	5,000	-	5,000
Meter Setting	10,000	-	10,000
Reconnection Fees	50,000	-	50,000
Miscellaneous Revenues	12,000	-	12,000
Retained Earnings Appropriation	372,375	-	372,375
<b>Total Anticipated Sewer Revenues</b>	<b><u>2,629,375</u></b>	<b><u>-</u></b>	<b><u>2,629,375</u></b>
<b>Total Anticipated W&amp;S Revenues</b>	<b><u>3,845,114</u></b>	<b><u>-</u></b>	<b><u>3,845,114</u></b>
<b>Authorized W&amp;S Expenditures</b>			
<b>Water Expenditures</b>	1,215,739	-	1,215,739
<b>Sewer Expenditures</b>	2,629,375	-	2,629,375
<b>Total Authorized Expenditures</b>	<b><u>3,845,114</u></b>	<b><u>-</u></b>	<b><u>3,845,114</u></b>
	-	-	-

**SECTION III. PERPETUAL CARE FUND**

<i>Anticipated Revenues</i>	<b>2,700</b>	-	<b>2,700</b>
<i>Authorized Expenditures</i>	<b>2,700</b>	-	<b>2,700</b>
	-		-

**SECTION IV. WATER AIA GRANT SPECIAL REVENUE FUND**

<i>Anticipated Revenues</i>	-	<b>200,000</b>	<b>200,000</b>
<i>Authorized Expenditures</i>	-	<b>200,000</b>	<b>200,000</b>
	-		-

**SECTION V. SEWER AIA GRANT SPECIAL REVENUE FUND**

<i>Anticipated Revenues</i>	-	<b>200,000</b>	<b>200,000</b>
<i>Authorized Expenditures</i>	-	<b>200,000</b>	<b>200,000</b>
	-		-

**SECTION VI. TAX RATE ESTABLISHED**

An ad valorem tax rate of \$0.49 per \$100 at full valuation is hereby established as the official tax rate for the Town of Gibsonville for the fiscal year 2024. This rate is based on a total valuation of property of \$1,087,318,941 and an estimated collection rate of 99.00%.

**SECTION VII.**

Charges for services and fees by Town Departments are levied in the amounts set forth in the Fee Schedule (See Attachment A).

**SECTION VIII. SPECIAL AUTHORIZATION - BUDGET OFFICER**

- A. Budget Officer shall be authorized to reallocate departmental appropriations among various object of expenditures as he believes necessary.
- B. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocations is reduced. Notation of all such transfers shall be made to the Board on the next succeeding Financial Report.
- C. He may make interfund loans for a period of not more than 60 days.
- D. Interfund transfers, established in the budget document may be accomplished without recourse to the Board.

**SECTION IX. RESTRICTION - BUDGET OFFICER**

- A. Interfund transfer of monies, except as noted in Section VI. Shall be accomplished by the Board authorization only.
- B. The utilization of any contingency appropriations shall be accomplished only with Board authorization.



**SECTION X. UTILIZATION OF BUDGET ORDINANCE**

This Ordinance Amendment and the Budget Document shall be the basis of the financial plan for the Gibsonville Municipal Government during the 2024 fiscal year. The Budget Officer shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records which are consonance with the Budget and this Ordinance and the appropriate statute of the State of North Carolina.

**Amended this the 3rd day of July, 2023.**

**Attest:**

\_\_\_\_\_  
\_\_\_\_\_  
**Mayor of Gibsonville, NC**

\_\_\_\_\_  
\_\_\_\_\_  
**Town Clerk of Gibsonville, NC**

June 19, 2023

Mr. Ben Baxley  
Town Manager, Town of Gibsonville  
129 West Main Street  
Gibsonville, NC 27249  
(336) 449-4144 ext. 7

*via email: [bbaxley@gibsonville.net](mailto:bbaxley@gibsonville.net)*

**RE: GIBSONVILLE PUBLIC LIBRARY**

Mr. Baxley,

Clearscapes and our team are pleased to present this proposal for the design of the new Gibsonville Public Library! The following proposal is based on the scope of work defined during our initial site visit, the subsequent direction given by your team, the program prescribed in the "Space Needs and Building Programming" report, and the Concept Design phase. Since the Town Board has only approved enough funding to cover Schematic Design and Design Development phases (based on our proposed fee structure), this proposal only includes those two phases of work. Subsequent phases are demonstrated in this document in gray text for reference, with the intent to continue forward with Construction Documentation, Permitting, Bidding, and Construction Administration as more funds are made available to the project and the Owner's written approval to proceed is received by the design team.

**Project Scope**

---

We understand that the new Gibsonville Public Library is municipally-owned and will serve the growing demand for library services in the Town. The new facility will be approximately 16,000 square feet and will be constructed on a currently undeveloped parcel of land adjacent to the Gibsonville Community Center. The library will include a welcome area with community gallery, a public service area, a self-serve café counter, public seating areas with a popular collections area, book stack areas, meeting spaces and group study rooms, a larger multipurpose program/meeting room with a connected kitchen, a children's area with its own staff workroom, a teen area, a maker space, workspace and storage for the Friends Booksale, a designated area for the Library of Things, a circulation/staff work room serving a drive through pick up and book drop, a staff lounge, storage, IT and server space, and mechanical/electrical rooms. Outdoor program spaces include a children's program area, patio reading and workspace supporting individuals and groups, and a breakout patio for the multipurpose room. The site plan will include a number of items that may be included in the current phase or added in the future, such as an outdoor classroom, a walking path, a community garden, a pollinator garden, and a potential future driveway connecting the backs of the library and community center parking lots. For a detailed outline of project scope and budget, see the final deliverable from the Concept Design phase, attached.

**Detailed Design Services (Schematic Design, Design Development, Construction Drawings, Permitting, Bidding and Construction Administration)**

---

**Schematic Design**

We will refine the working concept and cost-balanced scope into a schematic-level design. This will include refining the architectural floor plan, preparing a preliminary life safety / building code approach, developing preliminary structural and building systems strategies, developing the building exterior design, and beginning

interior and FFE design. Similarly, the site diagram will be developed into schematic site and landscape plans. Like the earlier steps, we propose to work iteratively with your team to study and evaluate a range of ideas to ensure that the building and site evolves as a physical expression of your vision.

### Design Development

During Design Development, the approved Schematic Design will be developed and refined to include typical details, selection of materials, fixtures, and other components. Design Development deliverables will include:

- Architectural – Evolved drawings to include building floor plans, building exterior elevations, reflected ceiling plans (RCPs), enlarged plans, roof plan, wall sections, interior elevations, door and window schedules, finish plan and schedule and color board, millwork plans, and updated life safety drawings with a code summary
- Structural – See Lynch Mykins’ attached proposal for structural deliverables
- Site/Civil – See McAdams’ attached proposal for site deliverables
- P/M/E/FA/FP – Development of building systems engineering drawings including plans noting location of devices/equipment, enlarged plans, basic riser diagrams, equipment details, fixture and equipment schedules, typical details, ceiling plans, control diagrams, and fire alarm information.
- FF&E – Furniture plans with legend, furniture data sheets, furniture product information.  
Outline specifications for the project
- Cost Estimate – Detailed cost estimate and iterative value engineering to balance project scope with budget as needed

### Construction Documentation

Once Design Development has been approved, we will prepare a complete set of permit drawings. These will include:

- Architectural – For City planning to include floor building floor plans, RCPs, roof plan, reflected ceiling and typical details, building elevations, building sections, wall sections, enlarged plans, window and door schedules, interior elevations, millwork and finish plan and schedule, updated life safety drawing with code summary
- Structural – See Lynch Mykins’ attached proposal for structural deliverables
- Site/Civil – See McAdams’ attached proposal for site deliverables
- P/M/E/FA/FP – Building systems engineering drawings including plans noting location of devices/equipment, enlarged plans, basic riser diagrams, equipment details, fixture and equipment schedules, typical details, ceiling plans, control diagrams, and fire alarm information.  
outlined as information to be used as part of the project  
Full front elevation showing old elevations including a facade and showing plan, section, furniture and lighting elevations, and equipment details and plans

### Building Permit Approval

We will assist you for building permits and manage the entire approval process through local building department jurisdiction. This will include permit preparation, review, and construction, and final approval.

### Modeling

Three building permits have been approved, which will allow for our BIM/BIMBA design experts to review BIM models.

- Preparing the bid by the Department for the building and fire alarm system with the Division of Building for PLECA, etc.



5. We understand that Alamance County will conduct building plan reviews and inspections, but Guilford County's Fire Marshal will also review plans and inspect the facility. The design team will work with the staff of both counties as needed for permitting and inspections.
6. We understand that a separate zoning/site submittal will be required with the Town of Gibsonville prior to submitting to Alamance County.
7. Telecommunications, AV, and security design is excluded, however, raceway design for these systems is included.

**Project Schedule**

We understand that you wish to begin the Schematic Design of the new Library in July 2023. Please note that these durations may vary dependent upon your feedback, weather (for construction), and authorizations to proceed with subsequent phases. We understand that the Design Team is not authorized to move past Design Development until notified in writing by the Client. The following estimated schedule reflects design and construction processes for the Library:

Concept Design	<i>Completed May 2023</i>
Schematic Design	July 1 – September 30
Design Development	October 1, 2023 – January 31, 2024
Construction Documentation	February 1 – July 31, 2024
Permitting	August 1 – September 30, 2024
Bidding & Contract Negotiation	October 1 – November 30, 2024
Construction Administration	December 1, 2024 – January 31, 2026
Project Closeout	February 1 – March 31, 2026

**Fee Schedule**

We propose a fixed fee for the design of the Gibsonville Public Library according to the following fee schedule:

**Basic Services**

	SD	DD	CD	Permitting/Bidding	CA	Totals
Clearscapes (Architecture, Interior Design, FFE)	\$8,465	\$113,920	\$156,780	\$70,705	\$228,330	\$578,200
Sigma (PME/FA/FP)	\$17,250	\$23,000	\$28,750	\$11,500	\$34,500	\$115,000
Lynch Mykins (Structural)	\$7,485	\$9,980	\$14,970	\$2,495	\$14,970	\$49,900
McAdams (Site/Civil)	\$31,500	\$43,000	\$48,500	\$16,900	\$27,000	\$166,900
Palacio (Cost Estimating)	\$6,500	\$10,000	\$5,000	-	-	\$21,500
<b>Totals</b>	<b>\$71,200</b>	<b>\$199,900</b>	<b>\$254,000</b>	<b>\$101,600</b>	<b>\$304,800</b>	<b>\$931,500</b>

**Non-Basic Services**

	SD	DD	CD	Permitting/Bidding	CA	Totals
Clearscapes – Furniture & Shelving Design	\$3,300	\$12,100	\$11,000	\$4,400	\$13,200	\$44,000
McAdams – USDA Support	\$13,500	-	-	-	-	\$13,500
<b>Totals</b>	<b>\$16,800</b>	<b>\$12,100</b>	<b>\$11,000</b>	<b>\$4,400</b>	<b>\$13,200</b>	<b>\$57,500</b>

We will pass on to you our direct costs of reimbursable expenses with a 5% mark-up to cover administrative costs. These include reproduction costs, any overnight shipping, travel, etc.

We are excited to have the opportunity to continue working with you on the library. If you would like to proceed with this work, please sign this proposal letter and return to us as written confirmation of our Authorization to Proceed. We will then follow up with a formal AIA Contract based on the agreed upon proposal. If you have any questions, please give me a call to discuss.

Sincerely,

CLEARSCAPES, P.A.



Brandy Thompson, AIA

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Accepted By:

Date:

**ATTACHMENTS:**

1. McAdams Proposal (Site/Civil)
2. Lynch Mykins Proposal (Structural)
3. Sigma Engineered Solutions Proposal (PME/FA/FP)
4. Palacio Collaborative (Cost Estimating)
5. Gibsonville Public Library Concept Design Document