

**FORSYTH COUNTY  
BOARD OF COMMISSIONERS**

**BRIEFING  
DRAFT**

MEETING DATE: DECEMBER 14, 2017

AGENDA ITEM NUMBER: 14

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT AMENDMENT  
BETWEEN FORSYTH COUNTY AND BRADY SURVEYING COMPANY, P.A. FOR  
SURVEYING SERVICES ON THE IDOLS ROAD BUSINESS PARK PROJECT  
(DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**

**SUMMARY OF INFORMATION:**

ATTACHMENTS:

YES

NO

SIGNATURE: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

**RESOLUTION AUTHORIZING EXECUTION OF  
A CONTRACT AMENDMENT BETWEEN FORSYTH COUNTY AND BRADY  
SURVEYING COMPANY, P.A. FOR SURVEYING SERVICES ON THE  
IDOLS ROAD BUSINESS PARK PROJECT  
(DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT)**

**WHEREAS**, after first complying with provisions of N.C.G.S. 143-64.31 to select a qualified surveyor, Forsyth County entered into an agreement with Brady Surveying Company, P.A. for the provision of surveying services on the Idols Road Business Park Project in the amount of \$27,580; and

**WHEREAS**, additional funds in the amount of \$26,180 are required in order to provide the additional surveying services outlined in the Amendment to Agreement; and

**WHEREAS**, this Amendment to Agreement requires the approval of the Forsyth County Board of Commissioners because the additional costs will make the agreement exceed the County Manager's signature authority;

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached contract amendment between Forsyth County and Brady Surveying Company, P.A. in the total increased County amount of \$53,760 for surveying services on the Idols Road Business Park Project, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts for these services within budgeted appropriations in current and future fiscal years, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 14<sup>th</sup> day of December 2017.

NORTH CAROLINA )	
)	AMENDMENT TO AGREEMENT
FORSYTH COUNTY )	

THE AGREEMENT, made and entered on June 27<sup>th</sup>, 2017, by and between Forsyth County, North Carolina (the "County") and Brady Surveying Company, P.A. (the "Provider"), is hereby amended, effective November 22<sup>nd</sup> 2017, by the County and the Provider as follows:

Article I of the Agreement is hereby deleted, and the following shall be added as Article I:

**Article I**

The services to be performed by the Provider shall be as follows:

To provide surveying services for 169.5+/- acres of a tract of County land located south of Idols Road in Clemmons as specifically outlined in bullets 2, 3, and 5 of the proposal dated June 26, 2017, submitted by Provider, which proposal consists of 1 page and is labeled, Exhibit A, and attached hereto and incorporated herein by reference and bullets 1 through 5 of the proposal dated November 16, 2017, submitted by Provider, which proposal consists of 1 page and is labeled, Exhibit B, and attached hereto and incorporated herein by reference.

To provide clearing services needed for accessing areas required to fulfill surveying services.

Article II of the Agreement is hereby deleted, and the following shall be added as Article II:

**Article II**

The services of the Provider shall begin on June 27<sup>th</sup>, 2017, and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until January 31<sup>st</sup>, 2018; provided that either party shall have the right to terminate this Agreement upon thirty (30) days notice in writing to the other party.


Article III of the Agreement is hereby deleted, and the following shall be added as Article III:

**Article III**

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$53,760.00 payable in two (2) installments. Total payments under this contract are not to exceed \$53,760.00 during the period ending July 31<sup>st</sup>, 2018.

One electronic copy of the report will be provided upon completion. One hard copy will be provided upon request.

This Amendment increases the scope of services to include items needed to complete engineering of the property and extends the original contract term by 77 days and is being executed to extend the services from November 15<sup>th</sup>, 2017 until January 31<sup>st</sup>, 2018.


In all other respects, the <sup>original</sup> Agreement as amended remains unchanged and in full force and effect. The <sup>original</sup> Agreement is attached hereto and incorporated by reference, except as amended herein. 

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: \_\_\_\_\_

Brady Surveying Company, P.A.

By:  \_\_\_\_\_

Tax Id. No. 56-1530811

**Brady Surveying Company, P.A.**  
2990 Bethesda Place, Suite 601B  
Winston-Salem, NC 27103  
(336)760-2716

June 26, 2017

County of Forsyth  
Attn: Mr. Daniel W. Kornelis  
201 North Chestnut Street  
Winston-Salem, NC 27101

**RE: Phase 1 Scope Idols Road Business Park Project - Clemmons, NC**

Brady Surveying Company, P.A. proposes to provide the following surveying services:

- 1) Corridor topo drawn at 2 foot intervals along approximately 700' on Idols Road, 800' on Poindexter Industrial Drive and 900' along Topsider Drive. Locations along said corridor at 50' cross sections and to include all grade breaks and planimetrics. Spot elevations will be shown in flat, high and low areas.
- 2) Corridor topo drawn at 2 foot intervals along approximately 1,900' on proposed access road. Locations along said corridor at 50' cross sections and to include all grade breaks and planimetrics. Spot elevations will be shown in flat, high and low areas.
- 3) Topographic survey of approximately 15 acres as shown on "Concept 1" plan by Stimmel for future sediment basin.
- 4) Locate all utilities accessible to a survey crew by surface appurtenances and underground utilities as marked by private locator (provided by Brady).
- 5) Streams and wetlands as marked in the field by others will be delineated and shown on map. (does not include mapping by the USACE).

All mapping will be drawn in AutoCAD2009 format. Horizontal Datum will reference NAD83(2011), Vertical Datum will reference NAVD88(Geoid12a) acquired via the NCGS VRS/RTN system.

(Including additional services for clearing - estimate \$120.00/hour for 40 hours)

Fee for Service: \$27,580.00

Sincerely,

W. Max Brady, Jr. PLS #2578

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**Brady Surveying Company, P.A.**  
2990 Bethesda Place, Suite 601B  
Winston-Salem, NC 27103  
(336)760-2716

November 16, 2017

County of Forsyth  
Attn: Mr. Daniel W. Kornelis  
201 North Chestnut Street  
Winston-Salem, NC 27101

**RE: Phase 1 Scope Idols Road Business Park Project - Clemmons, NC**

Brady Surveying Company, P.A. proposes to provide the following surveying services:

- 1) Corridor topo drawn at 2 foot intervals along approximately 790LF along Topsider Drive & area for proposed ballpark driveway realignment. Locations along said corridor to extend to 25' beyond R/W on north side and 25' beyond R/W or to the existing chain link fence of south side and include all grade breaks and planimetrics. Spot elevations will be shown in flat, high and low areas.
- 2) Corridor topo drawn at 2 foot intervals along approximately 1200LF along Idols Road. Locations along said corridor to extend to 25' beyond R/W on north side and to the northern railroad R/W and include all grade breaks and planimetrics. Spot elevations will be shown in flat, high and low areas. If additional data is needed within the RR R/W, additional fees will apply such as RR encroachment application, Flagman fees and RR insurance fees. Railroad RW will also be determined and shown.
- 3) Locate all utilities accessible to a survey crew by surface appurtenances and underground utilities as marked by private locator (provided by Brady).
- 4) Topographic data of the "Borrow" and "Staging" areas, 50' north of the proposed R/W, future R/W alignment for borrow area and existing stream to 50' upstream and downstream of proposed culvert/earthwork extending a minimum of 25' beyond proposed grading (approx 7.15 acres).
- 5) Complete boundary survey of PIN# 5881-88-1273 (Approximately 170 acres±).

All mapping will be drawn in AutoCAD2009 format. Horizontal Datum will reference NAD83(2011), Vertical Datum will reference NAVD88(Geoid12a) acquired via the NCGS VRS/RTN system.

Fee for Service: \$26,180.00

Sincerely,

Jerry W. Ellis, PLS

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

11/27/2017

**Date**

  
**Director of Finance**