



June 13, 2018

Barry Creasman
Public Works Director
P.O. Box 423
Montreat, NC 28757

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

EW
7-6-2018
\$ 39,800

RE: Proposal for Engineering Services
Culvert Failure Investigation
Buncombe County, North Carolina

Dear Mr. Creasman:

Thank you for requesting McGill Associates provide the following scope of services to investigate the multiple culvert failures, slope failures, and erosion issues in the town north of Lake Susan. It is our understanding that various portions of the town's infrastructure have sustained damage and will now require repair/replacement. It has been requested to provide permitting information and begin the permit process for the culverts needing replacement. The following is a breakdown of our proposed scope of services for this project:

SITE INVESTIGATION CULVERT REPLACEMENTS

1. Meet with Town of Montreat onsite to observe and discuss the project including observation of issues, information on existing culverts and assumed tie in locations, discussion on assumed repairs, and environmental permitting requirements, etc.
2. Prepare and submit to Town of Montreat a single memorandum summarizing the permitting and design needs necessary to replace the failed culverts. McGill will report which culverts are in most need of replacement and discuss with the town if any culverts should be considered to be improved to a higher design capacity.
3. Communicate with agencies to discuss permitting, general conditions, and reporting which must be met during the design and construction phases.
4. Provide cost estimate to Owner for use in determining if Contractor can be obtained without a formal bidding process. If bid is required, McGill can provide bid document services, but this has not been included in this proposal.

PROPOSED FEE

We anticipate providing the above scope of services at an hourly basis based on attached basic fee schedule. Due to the wide range permitting options, the unknown extent of the damages, and unknown needs of the town at this time, a total anticipated fee cannot be determined. However, to provide an estimated range for your budgeting purposes, we are anticipating between \$8,000 to \$12,000 for this assessment phase of the project.

ASSUMPTIONS

This proposal assumes the following:

1. Design for culvert, roadway, or sidewalk improvements are not included in this scope of services. McGill can provide this design as an ongoing service, but it has not been considered thus far.
2. Geotechnical exploration and evaluation is not included in the above scope of services.
3. Items not included in the above scope of services are not included in the above hourly estimate.

Thank you for the opportunity to work with you on this project. If you have any questions concerning this proposal or any element of our work, please do not hesitate to contact me. If the above is acceptable to you, please sign and return the attached Consulting Services Agreement along with this letter in the acceptance section below to our office as your notice to proceed.

Sincerely,
MCGILL ASSOCIATES, P.A.



BEN CATHEY, PE
Senior Project Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule

cc: Scott Burwell PE, McGill Associates, PA (via email)
Mark Cathey, PE, McGill Associates, PA (via email)

Mechanical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$135.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00
Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Construction Project Coordinator	\$ 75.00
Planner I	\$ 95.00
Planner II	\$110.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 70.00
Survey Technician II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 75.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



BASIC FEE SCHEDULE

September 2017

<u>PROFESSIONAL FEES</u>	<u>Hourly Rate</u>
Firm Principal	\$190.00
Program Services Manager I	\$150.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Senior Project Manager III	\$175.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
Mechanical Engineer I	\$105.00
Mechanical Engineer II	\$115.00
Mechanical Engineer III	\$125.00
Mechanical Engineering Associate I	\$ 85.00
Mechanical Engineering Associate II	\$ 90.00
Mechanical Engineering Technician I	\$ 80.00
Mechanical Engineering Technician II	\$ 90.00

CONSULTING SERVICES AGREEMENT

This contract entered into this 13th day of June, 2018 by and between Town of Montreat hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,
Now, therefore, the parties hereto do mutually agree as follows:

1. **Scope of Services:** McGill Associates shall provide the services attached hereto in the Proposal for Services letter dated June 13, 2018, to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

2. **Standard of Care:** McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. McGill Associates will reperform any services not meeting this standard without additional compensation.

3. **Authorization to Proceed:** Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. **Changes in Scope:** The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders executed by both parties.

5. **Compensation:** The Client shall pay the compensation to McGill Associates set forth in the Proposal for Services letter dated June 13, 2018, attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. **Personnel:** McGill Associates represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. **Opinions or Estimates of Cost:** Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. **Termination:** This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, McGill

Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. **Limitation of Liability:** McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. **Assignability:** This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. **Severability:** The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. **Ownership of Documents:** All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. **Excusable Delay:** If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. **Indemnification:** Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. **Choice of Law:** This Agreement shall be governed by the internal laws of the State of North Carolina.

16. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. **Attachments to this document:**

1. Proposal for Services Letter, June 13, 2018
2. Basic Fee Schedule

Town of Montreat

Authorized Signature:

Authorized Name: Barry Creasman
P O Box 423
Montreat, NC 28757

McGill Associates, P.A.

McGill Representative Name: Ben Cathey
Title: Senior Project Manager
55 Broad Street
Asheville, North Carolina 28801

ACCEPTED:

Name:

L R Helms

Title:

Mayor

Date:

June 26, 2018