AGREEMENT FOR
DESIGN CONSULTANT SERVICES

This Agreement for Design Consultant Services is made, and entered into this the 17th day of February 2026, by and between the **COUNTY OF BUNCOMBE**, a political subdivision of the State of North Carolina, (hereinafter "OWNER"), and McGill Associates, (hereinafter "DESIGNER" or "DESIGN CONSULTANT"), whose principal place of business is: 55 Broad Street, Asheville, NC 28801.

For Professional Services in connection with the Project known as:
Buncombe County Government
FY25 Shelter Resiliency Generator Project – AC Reynolds High School

The Owner and the Design Consultant hereby agree as set forth below:

1. ARTICLE 1
DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

1.1. Project. The Project shall be as described above.

1.2. Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and Article 7 and any other services in the Contractor Documents as part of the Basic Services, and include normal structural, mechanical and electrical architectural design services.

1.3. Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Construction Contract between Owner and Contractor, all of which shall be compatible and consistent with this Agreement.

1.4. Construction Costs. The Construction Costs shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Design Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Costs do not include the compensation of the Design Consultant and its consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 6.

1.5. Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of any or all of the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.

1.6. Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.

2. ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1. Design Consultant Services. The Design Consultant shall provide professional engineering services for the Project in accordance with the terms and conditions of this Agreement and all applicable codes and laws. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.

2.2. Owner Representation. The Owner shall designate a Project Manager to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.

2.3. Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, CMARs, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, City and/or County officials, and CMARs, if any, required for Project.

2.4. Design Consultant Representation.

2.4.1. The Design Consultant shall provide a list of all consultants (and sub-consultants if applicable) which the Design Consultant intends to utilize on the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project.

2.4.2. All agents and workers of the Design Consultant and its sub-consultants shall be prepared to provide identification at all times they are on the Owner's property including, at a minimum, the company name and telephone number and name. The County reserves the right to require identification badges that contain the information above.

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2.4.3. The Design Consultant shall receive, compile and report all M/WBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.

2.5. Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

2.6. Compliance with Laws. Design Consultant represents that it is in compliance with all applicable Federal, State, and local laws, regulations or orders, as amended or supplemented, including Chapter 64 Article 2 of the North Carolina General Statutes regarding the verification of work authorization. The implementation of this Contract shall be carried out in strict compliance with applicable Federal, State, or local laws.

3. ARTICLE 3
BASIC SERVICES

3.1. **Scope of Services**.

3.1.1. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter which have as their objective design and construction administration of the Project. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The final product shall be suitable for the Owner's purposes, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved budget.

3.1.2. The Design Consultant's services shall be performed as expeditiously as necessary for the orderly progress of the Work. The Design Consultant shall submit for the Owner's approval a schedule for the performance of the Design Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Consultant.

3.1.3. Upon authorization from the Owner to proceed, and based on the approved Design Narrative, the Design Fee, and Preliminary Programming, the Design Consultant shall prepare **Schematic Design Documents** consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components, for approval by the Owner.

3.2. **Design Development Phase**.

3.2.1. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Consultant shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

3.2.2. The Design Consultant shall advise the Owner of any adjustments to the preliminary estimate of Construction Costs

3.3. **Construction Document Phase**.

3.3.1. Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Documents, working drawings and Specifications setting forth in detail the requirements for the construction of the entire Project. The Design Consultant shall assist the owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

3.3.2. The Design Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.3.3. The Design Consultant shall be responsible for, and shall hold the Owner harmless for, any and all claims or damages due to the negligence of the Design Consultant or his employees in the preparation of the Construction Documents.

3.4. **Permitting and Bidding/Negotiation**.

3.4.1. The Design Consultant, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Costs, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

3.4.2. The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.

3.4.3. *Intentionally left blank for numbering purposes.*

3.4.4. The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the Project.

3.4.5. The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.

3.4.6. The Design Consultant will schedule and conduct a Pre-Bid Conference with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Pre-bid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

3.4.7. The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.

3.4.8. If the estimated Construction Costs are exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall, i) give written approval of an increase in such fixed limit, ii) authorize rebidding or renegotiating of the project within a reasonable time, iii) abandon the Project and terminate in accordance with Article 12, OR iv) participate with the Design Consultant in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved budget or price(s) acceptable to the Owner. All re-design must be approved by the Owner. The Design Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement

3.4.9. Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its' Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.

3.4.10. The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.

3.5. **Construction Phase**.

3.5.1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.

3.5.2. The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.

3.5.3. The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).

3.5.4. The Design Consultant shall review and approve the Work performed by the Contractor(s) for conformance with Contract Documents.

3.5.5. The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.

3.5.6. The Design Consultant shall conduct Pre-installation meetings to review the installation procedures prior to the placement of the work.

3.5.7. The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

3.5.8. The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents.

3.5.9. Should errors, omissions or conflicts in the specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.

3.5.10. The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.

3.5.11. The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.

3.5.12. The Design Consultant shall make such periodic visits to the Project sites as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

3.5.13. The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than fourteen (14) days (or the number of days set by the County in the preconstruction meeting, which number shall be recorded in the minutes of said meeting) behind schedule. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.

3.5.14. Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.

3.5.15. If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.5.12, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.

3.5.16. The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.

3.6. **Final Completion of Design Services**.

3.6.1. When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a list on any portion of the Work.

3.6.2. The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).

3.6.3. The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.

3.6.4. The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.

3.6.5. The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each contractor, as may be applicable.

3.6.6. Upon correction of the deficiency reports and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner

for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the Contract Documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.

3.7. **Serving as Witness**.

3.7.1. The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.8. **Construction Warranty**.

3.8.1. The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies. The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

4. ARTICLE 4
COMPENSATION

4.1. **Basic Services Compensation**.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1. For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of $278,200.00.

4.1.2. In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.3. The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2. **Payments to the Design Consultant**.
Payments on account of the Design Consultant shall be made as follows:

4.2.1. Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Permitting and Bidding/Negotiation Phase	5%
Construction Administration (to include Close Out Documents)	20%
Final Completion of Design Services Phase	100%

4.2.2. No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3. Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.3. Additional Services Compensation.

4.3.1. With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.2. Principals' time at the fixed rate as stated in the proposal submitted by the designer and attached as Exhibit A.

4.3.3. Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4. Accounting Records.

4.4.1. Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

5. ARTICLE 5
PERIOD OF SERVICE

5.1. Unless earlier terminated as provided in Article 12 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility

Construction Warranty; Professional Liability coverage; Indemnification; and Ownership of Documents/Confidential Information shall remain in effect after termination of the other provisions of the Agreement.

5.2. Time is of the essence in this Agreement.

6. ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1. The Owner shall provide full information regarding the requirements for the Project.

6.2. The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.

6.3. If required for this Project, the Owner shall furnish a certified land survey of the Project sites, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.

6.4. The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistively tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.

6.5. All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense.

6.6. If the Owner so directs, the Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

7. ARTICLE 7
ADDITIONAL SERVICES

7.1. If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized Additional Services. If authorized in advance, in writing by the Owner, the Design Consultant shall be paid for these Additional Services by the Owner pursuant to Article 4.3, to the extent they exceed the Basic Services under this Agreement. Additional Services may include:

7.1.1. Providing fully detailed presentation models or presentation renderings, not included in Basic Services.

7.1.2. Providing financial feasibility or other special studies, not included in Basic Services.

7.1.3. Providing planning surveys or alternative site evaluations.

7.1.4. Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.

7.1.5. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

8. ARTICLE 8
NOTICES

8.1. Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:
Buncombe County
Attn: General Services Department
2945 Riverside Drive
Asheville, NC 28804

To Design Consultant:
McGill Associates
55 Broad Street
Asheville, NC 28801

9. ARTICLE 9
INSURANCE

9.1. Insurance

9.1.1. Design Consultant agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the Owner's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Design Consultant's duty to carry adequate insurance. The insurance coverage and limits set forth below shall not act as, be construed, or deemed to be a limitation on the liability of Design Consultant, for losses or damages under this Agreement. The minimum insurance coverage which the Design Consultant shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. Design Consultant shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of $1,000,000 each employee accident and $1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the Design Consultant with a minimum limit of $1,000,000 per occurrence with a $2,000,000 aggregate.

Professional Liability. Insurance covering the Design Consultant for acts, errors, or omissions in performance of the Agreement with a minimum limit of $1,000,000 per claim for projects under $15,000,000 and a minimum limit of $2,000,000 per claim for projects over $15,000,000.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be $1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, Design Consultant may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying professional liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Additional Insurance Provisions.

If the Design Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Design Consultant shall provide the County with certificates of insurance evidencing the above amounts. Buncombe County and General Services Department shall be named as additional insureds under the commercial general liability and business automobile liability policy(s). Before commencing work and for any subsequent renewals, the Design Consultant shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County.

Design Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Consultant shall ensure that Buncombe County and General Services Department are additional insureds on insurance required from subcontractors.

The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.

Waiver of Subrogation: Design Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Design Consultant may acquire against the County by virtue of payment of any loss under such insurance. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Design Consultant shall not be interpreted as limiting the Design Consultant's liability and obligations under this Agreement.

9.2. Notwithstanding the foregoing, nothing contained in this Article 9, nor this Contract, shall be deemed to constitute a waiver of the sovereign immunity of the Owner, which immunity is hereby reserved by the Owner.

10. ARTICLE 10
INDEMNIFICATION

10.1. Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's negligent performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

10.2. Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

11. ARTICLE 11
DISPUTE RESOLUTION PROCEDURE

11.1. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.

11.1.1. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.

11.2. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

11.3. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

12. **ARTICLE 12**
TERMINATION, SUSPENSION OR ABANDONMENT

12.1. If either party shall substantially fail to perform in accordance with the terms of this Agreement through no fault of the other party, the non-breaching party may terminate this Agreement by delivering seven (7) days' written notice of termination.

12.2. If the project is suspended by the Owner for more than thirty (30) consecutive days, the Design Consultant shall be compensated for services performed prior to notice of such suspension.

12.3. This Agreement may be terminated by the Owner upon not less than seven (7) days' written notice to the Design Consultant in the event that the project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Design Consultant may terminate this Agreement by giving written notice.

12.4. If the Owner fails to make payment when due the Design Consultant for services and expenses, the Design Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Design Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Design Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

12.5. In the event of termination not the fault of the Design Consultant, the Design Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. This shall be the exclusive remedy for termination.

12.6. Owner shall have no liability to the Design Consultant for any delay or damage caused the Design Consultant due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.

12.7. Should the Owner terminate this agreement for any reason under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files related to the project.

13. **ARTICLE 13**
SUCCESSORS/ASSIGNMENT

13.1. This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.

13.2. The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

14. ARTICLE 14
OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

14.1. The Drawings, Specifications and other documents prepared by the Design Consultant for this Project are for use solely with respect to this Project, the Owner shall be the owner of these documents and shall have all common law, statutory and other reserved rights, including the copyright. The Design Consultant's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing by the Design Consultant.

14.2. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Owner's reserved rights.

15. ARTICLE 15
ADDITIONAL PROVISIONS

15.1. Unless otherwise provided in this Agreement, the Design Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

15.2. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Design Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event the Design Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Owner, and the Design Consultant may be declared ineligible for further Owner contracts.

15.3. The Design Consultant shall follow all applicable federal, state, and local laws.

15.4. The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.

15.5. The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.

15.6. This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.

15.7. This Agreement shall be governed by the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Buncombe and the State of North Carolina.

15.8. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.9. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

15.10. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

15.11. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

15.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

15.13. **E-VERIFY**. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement and further acknowledges the execution of this agreement the day and year first written above.

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

See contract cover form for preaudit signature.

DESIGN CONSULTANT:
MCGILL ASSOCIATES

By:_____

Title: Vice President

Date: Feb 23, 2026

OWNER:
COUNTY OF BUNCOMBE

By:_____

Title:_____

Date:_____

February 10, 2026

Mr. Robert Brown, Architect
Facilities / Project Manager
General Services Department
Buncombe County
2945 Riverside Drive
Asheville, North Carolina 28804

Re: Engineering and Surveying Services Proposal
Design, Bidding, Construction Administration, and Closeout
For Backup Generator System at Reynolds High School
Asheville, North Carolina

Dear Robert:

We are pleased to submit this proposal to provide professional engineering and surveying services for the Backup Generator System at Buncombe County's AC Reynolds High School, herein after referred to as the School. This proposal outlines the scope of services for the project and defines the terms of the agreement between McGill Associates, P.A. and Buncombe County, hereinafter referred to as the County. We appreciate the opportunity to work with you on this project.

PROJECT UNDERSTANDING

Based on the County's solicitation of engineering and surveying services for this project, subsequent discussions with County personnel, and our 1/8/2025 site meeting with County and School System personnel, we understand that the County desires to add a standby power system to the existing School to facilitate using the School as an emergency sheltering location. The County has requested that McGill Associates provide this proposal for engineering and surveying services including surveying, design, permitting, bidding, construction administration, and closeout for the project.

The details of our project understanding are as follows:

1. McGill shall provide in their proposal all services necessary to develop bid documents including site utility locating, land surveying, civil engineering, electrical engineering, mechanical engineering, circuit tracing, and load monitoring to the extent necessary.
2. The County and the School have identified the following areas of the School to operate during sheltering events:

    a. Main Gymnasium.
    b. Auxiliary Gymnasium.
    c. Locker Rooms with Showering Facilities.
    d. Toilet Rooms near Gymnasiums.
    e. Kitchen.

f. Cafeteria.
g. Pathways Interconnecting the above areas.

3. The systems that are required to operate during sheltering events are as follows:

a. Sheltering Area Lighting
b. Sheltering Area Receptacles.
c. Sheltering Area Heating.
d. Sheltering Area Domestic Hot Water.
e. Building-wide Fire Alarm and Signaling.
f. Building-wide Security.
g. Building-wide IT.
h. Designated building-mounted exterior lighting.

4. The source of power for the standby power system shall be a dual-fuel stationary outdoor generator set. The primary fuel source shall be diesel with provisions to supplement natural gas to reduce diesel fuel consumption. The system will require diesel fuel to operate and will not operate exclusively using natural gas.
5. The system shall switch automatically from normal to standby power in the event of loss of normal power. The design shall specify that the maximum power outage duration from loss of normal power to operating on standby power shall not exceed 10 seconds.

SCOPE OF BASIC SERVICES

McGill Associates will provide for the surveying, design, permitting, bidding, construction administration, and closeout services for the project based upon the above understanding and to include the following:

Surveying Phase

1. Provide land surveying to include:

a. Providing an existing conditions survey of the site within the area of work (project limits).
b. Providing control, boundary, topographic, and planimetric (physical) surveying.
c. Boundary Survey: We will perform property records research to obtain legal descriptions for the parcels of land that lie within the survey limits. We will input those legal descriptions into CAD and calculate reconnaissance points for our field crew. If we can obtain good legal descriptions for the parcels and find sufficient corner markers to do so, we will map the property lines for the parcels to boundary survey specifications. All other property lines will be shown in their approximate positions, based upon the legal descriptions. Easements that are revealed within the school property's deed will be plotted on the survey, if there are adequate legal descriptions to do so. Zoning information (such as setbacks or buffers) will be included on the survey documents.
d. Topographic Survey: We will survey the ground surface of the project limits

sufficiently to prepare 1-foot contours.

e. Planimetric Survey: A physical survey will be performed for the project limits, meaning that we will map and label existing, visible, ground-level site improvements/impervious areas, including sidewalks, ramps, steps, pavement (indicate asphalt, concrete or gravel), curb and gutter (indicate size and locate curb cuts), signs, dumpsters, fences (type, height), benches, bridges, etc.

f. Underground Utilities: Underground utilities in the project limits will be located and marked prior to the completion of the Survey. The planimetric survey will include the location of underground utilities marked on the ground by the underground utility locator, as a result of their Quality Level B utility designation of the project limits. Additionally, the Planimetric Survey will include all visible utility appurtenances. The other underground utility investigation to be included within this task is as follows: McGill will survey and map visible, existing (within and/or adjacent to the survey limits) storm and sanitary sewer systems (catch basins, headwalls, culverts, junction boxes, ditches, swales, manholes, cleanouts, etc.). We will label sizes, widths, inverts, and type of material information for all items we can see from the ground surface (without entry into a confined space). We will carry all storm and sewer pipes that originate within the limits to the next structure outside of the limits so long as we do not have to trespass or cross a dangerous obstacle to do so. Our personnel are not responsible for cleaning out structures that are full of debris or obstructions, and they will not enter into confined spaces to obtain measurements.

g. Buildings: McGill will survey the ground-level footprint of buildings, including finished floor elevations at ground-level primary entrances into buildings that lie within the project limits. This is not a detailed building survey and McGill is not required to survey ornate facades or every overhead structure that may exist within the limits.

h. Wetlands Survey: This scope will include the location/mapping of wetland flags that exist at the site at the time of our field survey.

i. Other Survey: This scope will include individual trees within the limits of the work area.

Design Phase - Electrical

1. Based on drawing research, site investigation, and consultation with the School, determine each specific item of equipment that requires standby power.
2. Identify existing circuits that supply loads determined above.
3. Field trace existing circuits as required to confirm source panelboards.
4. Set power demand meters as required to determine existing demand on feeders and panelboards.
5. Develop a standby power system electrical distribution system consisting of power feeders and panelboards.
6. Develop a plan to reconfigure power supply to identified circuits from the standby power system.
7. Select a site for the standby generator in coordination with the School.
8. Develop a phasing plan to minimize interruption of power.
9. Develop a plan for supplying the generator from the existing bulk storage fuel-oil tank and from the local natural gas supply.
10. Perform electrical analysis to determine size of generator, power distribution equipment, and

circuits.

11. Perform electrical arc flash hazard analysis for new electrical equipment and for existing equipment impacted by these improvements

Design Phase - Civil

1. Provide civil engineering to include:

    a. Preparing a conceptual site layout and grading plan based on initial feedback from the project team.
    b. Researching and reviewing prior site improvement permits as they relate to stormwater from projects 2006 and newer.
    c. Reviewing conceptual layout and prior site improvements that may impact permitting with the project team for concurrence to proceed with detailed design.
    d. Preparing stormwater and erosion control designs and calculations.
    e. Performing Autoturn maneuver analysis to ensure adequate access to the new generator pad location during construction and post-construction.
    f. Reviewing the design with the project team for final approval prior to proceeding with final drawings and calculations.
    g. Making minor revisions to the drawings per comments received from the project team.
    h. Preparing detail sheets for all sitework elements.
    i. Preparing final erosion control drawings, calculations, narratives, and forms for submittal to the NCDEQ Land Quality Section.
    j. Preparing final stormwater conveyance drawings, calculations, and forms for submittal to Buncombe County Stormwater.
    k. Preparing and submitting drawings to Buncombe County for Site Plan Review.
    l. Providing one round of review comment resolution and associated drawing adjustment associated with each Planning Department entity as needed to obtain permits.
    m. Assembling construction drawings after permit approvals have been received.
    n. Providing site work specifications.

2. Stormwater Permitting Allowance: If the project is determined to need stormwater treatment, detention, and subsequent permitting with Buncombe County Stormwater, the following scope of work will apply:

    a. Prepare stormwater treatment and detention drawings.
    b. Prepare stormwater treatment and detention calculations, applicable forms, and operation and maintenance agreements for submittal to Buncombe County Stormwater.
    c. Address comments and resubmit. We have assumed up to three revisions.
    d. Perform site visit to observe construction for closeout documentation.
    e. Perform as-built survey, prepare record drawings, and final closeout documents for submittal to Buncombe County Stormwater.
    f. Address comments and resubmit for final closeout approval. We have assumed up to three revisions.

3. Retaining Wall Engineering Allowance: If the project is determined to need retaining walls, the following scope of work will apply:

    a. Design.
    b. Contractor submittal reviews.
    c. Construction observations.

Design Phase – General

1. Develop plans to indicate the proposed construction to accomplish the objectives outlined in Project Understanding.
2. Develop a Project Manual containing technical specifications, contractual requirements, and bidding documents.
3. Provide submittals for review by the County and the School at the following milestones.

    a. Combined Schematic Design / Design Development (30% CD's)
    b. 60% CD's
    c. 90% CD's (Ready to Bid pending review comment resolution)

    McGill will resolve any comments prior to proceeding to the next milestone.

4. Provide an opinion of probable construction cost with the 30% and 90% review submittals.
5. Provide completed Bid Documents.

Bidding and Award Phase

1. Oversee the bidding process including the advertisement for bids, the distribution of bid documents to prospective bidders, oversee the bidding process including responding to Bidder's request for information (RFI's), issuing addenda, the opening of bids and evaluate bids to ensure the lowest responsive, responsible bidder complies with the bid documents and has the experience and forces to complete the project.
2. Schedule and conduct a pre-bid meeting with the Owner and prospective bidders.
3. Provide a certified bid tabulation and provide letter to Owner conveying bid results and identifying the apparent lowest responsive and responsible bidder.
4. Assist the County in the preparation of a Construction Contract.

Construction Administration

1. Schedule and coordinate a pre-construction meeting with the County, the School, and Contractor and other required third parties.
2. Review the Contractor's equipment and materials submittals. Submittal reviews are limited to an original submittal and one re-submittal for each type of material requiring submittals.
3. Respond to Contractor's written RFI's.
4. Provide field observation and subsequent reporting during periods of active construction. Up to 16 site visits are included for this purpose.

5. Moderate a monthly progress meeting at the project site and distribute meeting minutes.
6. Review Contractor's pay applications and make recommendations for payment.
7. Provide personnel for the witness testing and commissioning of the work.
8. Conduct a pre-final field observations of the completed work and prepare for the contractor a list of any deficiencies to be corrected.
9. Conduct a final field observation to check for completion of all pre-final noted deficiencies.

Closeout Phase

1. Provide arc flash hazard field labeling of electrical equipment.
2. Preparing record drawings based on Contractor's as-built drawings.
3. Prepare closeout documentation in electronic/PDF format to include approved shop drawings, operation and maintenance (O&M) information and data for all materials, as applicable, and warranties.
4. Provide project drawings, specifications and bid documents.
5. Coordinate, schedule and provide a one-year warranty inspection 11 months after substantial completion.

CLIENT RESPONSIBILITIES

The following items will be the responsibility of the County:

1. Providing access to facilities to complete field investigations.
2. Providing record drawings of the existing facility.
3. Providing all currently available AutoCad drawings of the existing facility to be used as base floor plans for the project.
4. Providing 12 months of monthly peak power demand data for the two main building services at the site as obtained from the power utility company.
5. Authorize Duke Energy to provide McGill with system impedance data for the two main building services.
6. Pay for all advertisement costs incident to advertising for bids and obtaining bids or proposals from Contractors.

McGill Associates shall be entitled to rely upon the accuracy and completeness of all information provided by the County.

EXCLUSIONS/CLARIFICATIONS

1. Missing property corners will not be replaced. Property lines will not be marked with paint, signs, stakes, etc. Such work can be negotiated for additional fees after the completion of the Boundary Survey at such time the required effort to complete this will be known.
2. This survey will be prepared without the benefit of a title report. As such, the client should not expect that McGill will be able to map all easements that may exist within the survey limits.
3. McGill will attempt to access every form of utility structure to obtain detailed information.

Most utility structures are locked or sealed and McGill will never attempt to access such structures. Furthermore, our personnel will not enter any confined spaces to gain detailed information.

4. Surveying/Mapping of permanent paint markings (striping), soil borings, monitoring wells, and overhead wire elevations/heights is excluded from this scope of work. We will survey all individual trees that lie outside of wooded areas (within landscaped areas around the parking lot or building). Within wooded areas, we will only survey individual trees that are 4-inches in diameter at breast height (DBH) or larger. We will survey roof drain systems and irrigation systems that are clearly visible without excavation.
5. Geotechnical exploration and construction materials testing.
6. Providing more than three rounds of review comment resolution and associated drawing adjustment associated with each Planning Department entity as needed to obtain permits.
7. Attendance at meetings not listed in Scope of Services.
8. No additional environmental reviews or assessments are required. It is assumed that no impacts will be made to streams and/or wetlands, therefore, 401/404 permitting is not included in Scope of Services.
9. Application fees are not included in Scope of Services and will be paid directly by the County.
10. Architectural services that may be required, including but not limited to, modifying the means of egress to accommodate sheltering events.
11. Value engineering after review and approval of the design documents and the transmittal of sealed construction documents to the Owner is excluded.
12. Revisions to the construction documents after transmittal of sealed construction documents to the Owner are excluded.
13. Design changes after bids for the project have been received, including value engineering or changes caused by bids exceeding overall project budget amounts is excluded.
14. Arc-flash calculations and labeling of the existing non-impacted electrical systems is excluded.

SCHEDULE

1. The engineering and surveying schedule will be as mutually agreed upon by McGill Associates and the County with the understanding that time will be allocated as follows for the various phases of the work:

    a. McGill Receipt of Executed Agreement of Services: Milestone.
    b. Combined SD/DD Design Phase: 90 days
    c. Combined SD/DD Design Review Documents to County: Milestone.
    d. SD/DD Document review by County: 30 days.
    e. SD/DD Review Comments to McGill: Milestone.
    f. 60% CD Design Phase: 45 days.
    g. 60% CD Design Review Documents to County: Milestone.
    h. 60% CD Document review by County: 30 days.
    i. 60% CD Review Comments to McGill: Milestone.
    j. 90% CD Design Phase: 45 days.
    k. 90% CD Design Review Documents to County: Milestone.

l. 90% CD Document review by County: 45 days.
m. 90% CD Review Comments to McGill: Milestone.
n. Bid Documents Phase: 21 days.
o. Advertise for Bids: Milestone.
p. Bid Period: 30 days.
q. Receipt of Bids: Milestone.
r. Review Bids: 7 days.
s. Certified Bid Tab to Owner: Milestone.
t. County Approval Period: 30 days.
u. Notice of Award: Milestone.
v. Prepare Contracts: 30 days.
w. Sign Contracts: Milestone.
x. Pre-Construction Meeting: Milestone
y. Notice to Proceed: Milestone.

2. Based on the scope of the work, we anticipate an on-site construction period of 300 days. This time should allow for scheduling and phasing of the work to reduce the impact to School operations during the construction period. We anticipate some work will be required to happen during off-hours (weekends and nights).

FEES

McGill Associates, P.A. will provide the Scope of Basic Services for the surveying, design, bidding, construction administration, and closeout services in this proposal as follows:

1.	Surveying Phase	**$17,500.00**
2.	Combined Schematic Design and Design Development Phase	**$64,335.00**
3.	Construction Document Phase	**$73,525.00**
4.	Bidding and Award Phase	**$6,890.00**
5.	Construction Administration and Closeout Phase	**$48,750.00**
	Total Lump-Sum Services Fee (Excluding Fee Allowances)	**$211,000.00**

1.	Stormwater Permitting Allowance (Hourly per Attached Schedule)	**$30,000.00**
2.	Retaining Wall Engineering Allowance (Hourly by Subconsultant)	**$8,000.00**
3.	Arc Flash Hazard Analysis for Rest of Building Allowance (Lump Sum)	**$28,200.00**
4.	Miscellaneous Expenses Allowance	**$1,000.00**
	Total Fee Allowances	**$67,200.00**

McGill Associates will bill monthly during the project. Our invoice payment terms are Net 30 days.

OTHER ADDITIONAL SERVICES

Any item not contained in Project Understanding, Scope of Basic Services or any item outlined in Exclusions/Clarifications will be deemed as other additional services. If requested by the County, we will provide other additional services per our Basic Fee Schedule, attached.

ACCEPTANCE

If the above is acceptable to you, please prepare your standard "Agreement for Design Consultant Services" and transmit to McGill for execution. We appreciate your consideration for our services with the project and hope to have the opportunity of working with you. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,
MCGILL ASSOCIATES, P.A.



NICK HUFFMAN, PE,
MEP Practice Area Lead



PHILLIP FISHER, PE
Senior Project Manager

Attachment: Basic Fee Schedule

CC: Doug Chapman, PE, McGill (via email)
Mark Cathey, PE, McGill (via email)
Scott Burwell, PE, McGill (via email)
Chad Howard, PLS, McGill (via email)

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BASIC FEE SCHEDULE

July 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$320			
Principal – Regional Manager – Director	$265	$275	$295	$305
Practice Area Lead	$235	$260	$285	$295
Senior Project Manager	$235	$255	$280	$290
Senior Engineer	$235	$255	$280	$290
Project Manager	$205	$220	$235	$245
Senior Project Engineer	$205	$220	$235	$245
Project Engineer	$165	$180	$190	$200
Engineering Associate	$145	$155	$160	$165
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$130	$145	$155	$165
CAD Operator – GIS Analyst	$110	$120	$135	$145
Construction Services Manager	$190	$200	$210	$225
Construction Administrator	$145	$160	$170	$185
Construction Field Representative	$120	$130	$145	$155
Project Administrator	$110	$130	$135	$155
Funding-Financial Service-Manager	$215	$230	$240	$250
Grant Administrator	$135	$150	$160	$170
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$110	$125	$140	$160
Survey Field Technician	$95	$100	$105	$110

EXPENSES

a. Mileage - $0.75/mile
b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment: $35/hr.
d. Aquatic Surveying Equipment – Vessel $250/day
e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

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