CES GROUP ENGINEERS

Town of Black Mountain - TOBM

Lead Line Service Inventory – Soft-Digs

SUE Level A Project













Proposal #: 30503.0526.U

Charlotte, NC
3525 Whitehall Park Drive
Suite 150
Charlotte, NC 28273
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Morrisville, NC
600 Airport Boulevard
Suite 300
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Columbia, SC
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CES Group Engineers, LLP
3525 Whitehall Park Drive, Suite 150
Charlotte, NC 28273
(704) 489-1500

May 27, 2026

Town of Black Mountain (TOMB)

160 Midland Ave.
Black Mountain, NC. 28711

RE: TOBM Lead Line Service Inventory
Town of Black Mountain (see exhibit A)
Proposal #: 30503.0526U

Thank you for giving CES Group Engineers, LLP (CES) the opportunity to submit this proposal to provide professional SUE services.

Our Scope of Services (Scope), fees, assumptions and exceptions are attached as Exhibit A. Please review the Scope and let us know if you require any modifications. Exhibit B includes our applicable unit rates schedule, which may be applied to any additional services requested. The performance of the proposed Scope of Services is subject to our General Conditions for Engineering & Surveying Services (attached), which are incorporated into and made a part of this proposal for your acceptance. In the event of a conflict, the Assumptions and Exceptions as outlined in Exhibit A take precedence over the general conditions.

A signed and returned copy of this proposal will be considered as our notice to proceed. We look forward to working with you on this project.

Sincerely,

CES Group Engineers, LLP

FIRM OVERVIEW

CES Group Engineers, LLP (CES) is a consultant to the public and private sectors with a wide-ranging expertise and extraordinary depth of experience. CES provides Civil Engineering, Land Surveying, Subsurface Utility Engineering (SUE), Utility Coordination, and Environmental Consulting Services. We are an award-winning, Woman-Owned Small Business Enterprise, certified at the local, state and federal levels. At CES, we pride ourselves on successfully meeting client expectations through our ability to seamlessly acclimate to client needs while staying proactive in project involvement and ensuring high-quality results and responses. Our personnel are well-equipped and dedicated to achieving the common goal of the community we serve. CES is a provider of the following services:



Design Division Services

- Civil Engineering
- Construction Administration
- Landscape Architecture
- Utility Coordination
- Urban Design
- Land Planning
- Transportation Enhancement Services
- Lighting Design
- Stormwater & Drainage System Design
- Hydraulic Analysis
- Roadway Streetscape Design Soil Erosion Control
- Sanitary & Water Design



Environmental Division Services

Facilities

- Site Assessment & Remediation - Phases I, II, & III
- Property Condition Assessment
- Industrial Auditing & Compliance
- Cleanup & Decommissioning
- Waste Stream Management Spill Prevention, Control, & Countermeasure (SPCC)
- Health & Safety Plans

Soil, Ground Water, & Surface Water

- Leaking Underground Storage Tanks (LUST) Sites
- Above Ground Storage Tank (AST) Sites
- Dry Cleaning Facilities
- Landfills
- Brownfields & Industrial Sites
- Investigation Modeling, Remediation, Closure, & Trust Fund Reimbursement



Geomatics Division Services

Land Surveying

- Boundary Surveys for Acquisition, Easements, & Disputes
- ALTA/ACSM Land Title Surveys
- Platting & Parcel Monumenting
- Residential & Commercial Subdivision

Design & Construction Surveying

- 3-D Scanning
- Topographic Surveys
- Utility & Transportation Route Surveys
- Construction Staking for Residential, Commercial, & Public Infrastructures
- Mapping Control Surveys
- Utility Inventory Surveys
- As-Built Surveys

Subsurface Utility Engineering (SUE)

- Electromagnetic (EM) Locating
- Ground Drilling Penetrating Radar (GPR)
- Interior Locating (Walls/ Foundations)
- Locate Underground Storage Tanks, Non-Metallic, & Abandoned Lines
- Locate Water, Sewer, Electric, Fiber, Telecom, & Gas Services
- SUE Quality Levels A, B, C, D
- Vacuum Excavation (Air/Hydro)

CES Core Values



SCOPE OF SERVICES

Date: May 27, 2026
Project: Lead Line Service Inventory (Soft-Digs) Level A SUE
Proposal #: 30503.0526.U

CES will perform the following professional services for this project:

Project Scope

Level A SUE – Vacuum Excavation Test Holes

Soft-Dig on both sides of the meter to identify material.

TASK 1

Level A Test Holes – Soft-Digs

Phase 1: ~1600 Water Meters

CES Group Engineers (CES) will perform approximately sixteen hundred (~1,600) Soft-Dig Subsurface Utility Engineering (SUE) Quality Level A (QL-A) utility test holes in general accordance with ASCE 38-22, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

CES will perform the following scope of work:

• CES will set up each test hole (front and back of meter) by deploying electromagnetic (EM) and ground-penetrating radar (GPR) technologies to designate and confirm the target utility prior to initiating vacuum excavation activities.

• CES will perform approximately sixteen hundred (~1,600) vacuum excavation test holes at locations selected by the Client. Charges for these activities will be billed at the unit rates listed below, including any additional "Task" charges.

• CES will obtain Lead Line Inventory data based on the Client's documentation requirements, including photographs at each test hole (meter) location.

• CES will obtain the utility material type where reasonably ascertainable, along with any data the Town of Black Mountain (TOBM) can provide to support the material determination.

• If air excavation is used, all spoils removed from the test hole will be placed back in the hole and compacted in 6-inch lifts. Spoils not suitable for backfill will be removed from the project site. CES assumes no contaminated soil will be present; contaminated material requiring special handling or decontamination will be subject to a cost-plus change order.

• If test holes are located within solid surfaces (asphalt or concrete), the surface will be restored using asphalt cold patch or concrete mix. Any additional or enhanced surface restoration requirements, if necessary, will be billed at cost-plus and approved by the Client prior to performing the work.

• Maintenance of Traffic (MOT), if required, will be billed at cost as a direct pass-through to the Client. Rates provided herein are for budgeting purposes only, as actual costs may vary based on specific test hole location requirements. The typical rate for a lane closure is approximately $2,200.00 per day and will be billed separately as a pass-through cost to TOBM.

• In the event a utility line is ruptured during the soft-dig process, TOBM will be responsible for performing the necessary repairs and covering all associated restoration costs, including any lead line repairs that may require specialty trade permits.

TASK 2

Change Orders – Cost+ (As needed)

CES reserves the right to escalate and seek approval for change order(s) if any unforeseen issues arise. This includes, but is not limited to, low water tables, property restoration needs, subsurface obstructions, utility conflicts, slope and elevation challenges, or any other conditions that materially impact the scope, schedule, or cost of the work. Any approved change order(s) will be billed on a cost-plus basis.

TASK 3

Traffic Control rates are not included and will be billed as a **100% pass-through cost**. The client will be invoiced for any location requiring traffic control services, and CES will notify the client in advance for approval prior to incurring any related charges.

FEE SCHEDULE

Fee Summary Table

Task	Task Description	Cost Method	Unit Cost	Units	Total Cost
1	Level A SUE (Soft-Digs)	Lump Sum	~$300.00	~1600	$500,000.00
2	Change Orders (cost+)	TOBM Approval Req	TBD	TBD	TBD
3	Traffic Control ($2,200.00/day)	Unit Price (NTE)	$2,200.00	TBD	TBD

Additional services not listed above may require an additional fee. Notifications of such required revisions to Scope will be confirmed in writing between CES & Client prior to the completion of the scoped amount.

If site conditions and or untraceable utilities exist, Level B efforts may result in facilities that are unable to be designated. In this case the client will be notified, and further exploratory digging utilizing vacuum excavation can be performed at additional fees upon the client's approval.

The above fees are good for 120 days from the date on the first page. Contracts signed and returned past 120 days could constitute an adjustment.

ALL work is to be performed by CES, which is certified by NCDOT & SCDOT as a DBE/WBE/SBE, and is NCHUB certified.

ASSUMPTIONS & EXCEPTIONS

Fees include all travel, mileage, supplies, calculations, and supervision.

CES will perform work for Client and/or Client's designated representative only. Work requested by others must first be approved by Client either in writing or verbally followed by written backup communication.

SCHEDULE

CES Group will be available to begin work two (2) to three (3) weeks after receipt of notice to proceed. (see addendum below) CES will consider a signed and returned copy of this proposal as official notice to proceed. This schedule will be good for five (5) business days; If notice to proceed is received after five (5) business days the schedule is subject to change.

Addendum:

CES Group will make every effort to begin work on or after July 1, 2026, provided TOBM returns the signed and executed contract shortly after the June 8, 2026, TOBM meeting. CES Group requests sufficient lead time to conduct a kickoff meeting with TOBM and allow the Town to notify its customers. Lastly, CES Group and TOBM agree that the project will be completed in its entirety no later than October 31, 2027, subject to delays resulting from force majeure events.

PAYMENT FOR SERVICES

CES will invoice Client monthly for scope items and Additional Services. Invoices will be based on the percent complete of each task included. Payment by Client will be due immediately and will be considered past due within 30 days of invoice date. CES Group Engineers, LLP, is a provider of professional services and is therefore not subject to the withholding of retainage fees by Client.

2026 STANDARD FEE SCHEDULE – HOURLY RATES

GEOMATICS DIVISION

Classification	Hourly Rate
Principal Surveyor	$ 260.00
Division Manager / Supervisor	$ 245.00
SUE / Survey Operations Director	$ 210.00
Survey Operations Manager / SUE Operations Manager	$ 195.00
Professional Land Surveyor	$ 185.00
1-Man Survey Crew	$ 170.00
2-Man Survey Crew	$ 185.00
3-Man Survey Crew	$ 210.00
2-Man SUE Crew	$ 195.00
Survey / SUE Project Manager	$ 150.00
SUE Analyst	$ 180.00
VAC Truck Crew	$ 315.00
Field Scanning Crew	$ 235.00
UAV Drone Crew	$ 245.00
3D Data Processor	$ 185.00
GPS Field Crew	$ 185.00
Sr. CAD Technician	$ 130.00
CAD Technician	$ 120.00
Field Survey Supervisor / Data Processor	$ 130.00
Administrative Assistant	$ 85.00

The rates above will be increased by 25% for nighttime work

REIMBURSABLE EXPENSES

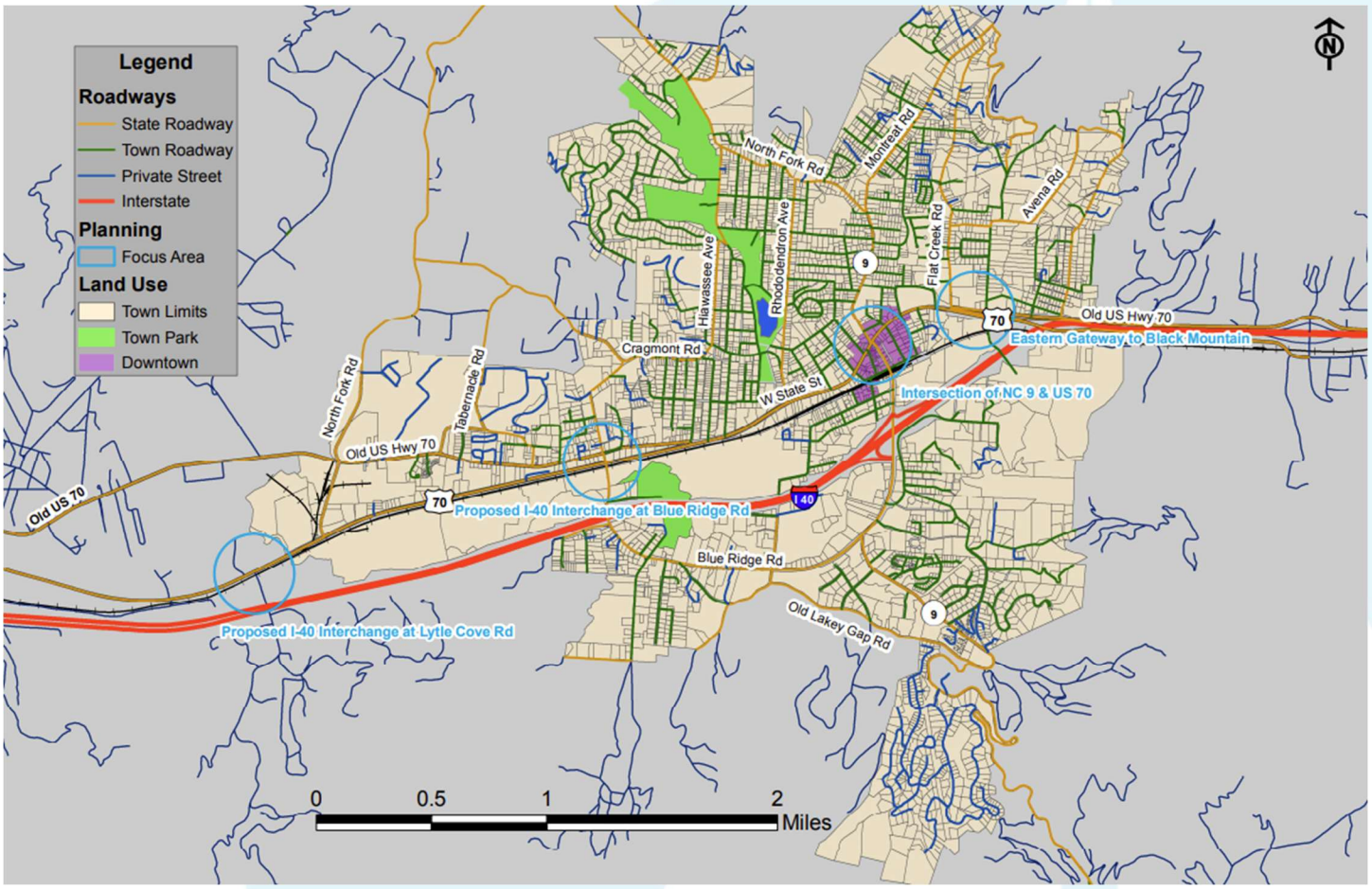
Classification	Rates
Outside Prints & Copies Direct Cost	Direct Cost, plus 15%
In-house Prints & Copies	$0.45/sf
Photocopies (A Size)	$0.20

Photocopies (B Size)	$0.25
Color Prints (A Size)	$1.00
Color Prints (B Size)	$1.20
Other Reprographics Direct Cost,plus 15%	Direct Cost, plus 15%
Digital Photography $0.10/image	$0.10/image
Mail & Shipping Direct Cost	Direct Cost
Equipment Rental Direct Cost, plus 15%	Direct Cost, plus 15%
Commercial Transportation Direct Cost	Direct Cost
Per Diem (Lodging, Meals) GSA, Min.$135.00 man/day	GSA, Min.$135.00 man/day
Outside Services Direct Cost, plus 15%	Direct Cost, plus 15%
Mileage/Equipment/Routine Survey Supplies	Included in Hourly Rates

Unless specified

EXHIBITS

Exhibit A





Google Map is not All-Inclusive, and some meter locations didn't have a correct address to pin

GENERAL CONDITIONS FOR ENGINEERING & GEOMATICS SERVICES

1. PARTIES, SCOPE OF WORK: This "agreement" consists of the CES Group Engineers, LLP ("CES") proposal, CES' Schedule of Fees and Services, Clients' written acceptance thereof, if accepted by CES, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by CES (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purposes of ordering and directing the services to be performed by CES, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by CES for its services are predicated on the conditions and the allocations of risks and obligations expressed in these general conditions. Client shall communicate these General Conditions to each and every third party to whom Client transmits any work product prepared by CES. Unless otherwise expressly assumed in writing, CES shall have no duty to any third party and in no event shall CES have any duty or obligation other than those duties and obligations expressly set forth in this agreement. Ordering services from CES shall constitute acceptance of CES' proposal and these General Conditions.

2. GENERAL: CES shall perform for Client professional engineering and/or surveying services in all phases of the Project to which this Agreement applies. These services will include serving as Client's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services.

3. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for CES to take immediate measures to protect health and safety. CES agrees to notify Client as soon as practically possible should such materials be suspected or discovered. Client agrees to reimburse CES for the reasonable cost of implementing such measures under the circumstances. Client assumes full responsibility of compliance with applicable Federal, state or local statutes or regulations governing the generation, handling, treatment, storage, transportation and disposal of contaminants or other refuse.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised CES of any known or suspected contaminants, utility lines and underground structures at any site at which CES is to perform services under this agreement. Client agrees to defend, indemnify and save CES harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to CES' performance of its services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to CES by Client. In the event that CES' undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

5. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for CES to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to CES that Client has obtained all necessary permissions for CES to enter upon the site and conduct its services. Client shall, upon request, provide CES with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to CES. Client acknowledges that it is not CES' responsibility to notify any such property owner or tenant of the discovery of actual or suspected pollutants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by CES with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by CES pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risk thereof. CES shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, CES has not included in its fee the cost of restoration of damage that may occur. If Client or possessor of any interest in any site desires or requires CES to restore the site to its former condition, upon written request from Client, CES will perform such additional work as is necessary to do so, and Client agrees to pay CES the costs thereof plus CES' normal mark up for overhead and profit.

6. SCHEDULING OF SERVICES: The services set forth in this agreement will be accomplished in a timely and workmanlike manner. If CES is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, third parties or due to any cause beyond the direct reasonable control of CES, Client agrees to pay such additional charges, if any, as may be applicable.

7. CLIENT'S RESPONSIBILITIES: Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf with respect to all aspects of the Project, examine and respond promptly to CES submittals, and give prompt written notice to CES whenever Client observes or otherwise becomes aware of any defect in the work.

Client shall furnish to CES applicable and available borings, subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning and deed restrictions, all of which CES may rely upon in performing service hereunder.

Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

Client shall designate a party having authority for coordinating the activities of the various prime contractors, in the event that more than one prime contract is awarded. Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

8. WARRANTIES: CES' professional services will be performed, its findings obtained and its reports, plans or specifications prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services hereunder, CES will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community in which the services are being performed. In performing physical work, CES will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either expressed or implied. Statements made in CES reports are opinions made on the basis of professional judgment, and are not to be construed as representations of fact. In no event shall CES have any liability to any party for any loss, cost or damages unless the assumptions or criteria given to CES and upon which CES predicates its work are in fact found to be an accurate description of extant conditions and unless recommendations made by CES are rigorously followed.

Should CES or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon CES' services or work agree that the maximum aggregate amount of damages for which CES, its officers, employees and agents shall be liable is limited to $25,000 or the total amount of the fee paid to CES for its services performed with respect to the project, whichever amount is less.

In the event that Client is unwilling or unable to limit the damages for which CES may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of CES' proposal together with payment of an additional fee in the amount of 5% of CES' estimated cost for its services (to be adjusted to 5% of the amount actually billed by CES for its services on the project at time of completion), the limit damages shall be increased to $500,000 or the amount of CES' fee, whichever is the less. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

Client acknowledges that CES is a Limited Liability Partnership, and agrees that any claim made by the Client arising out of any act or omission of any partner, director, officer or employee of CES in the execution or performance of this agreement shall be made against CES and not against such partner, director, officer or employee, and Client waives any claim against all CES partners, directors, officers and employees.

In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, change or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of CES.

9. INDEMNITY: Subject to the provisions set forth herein, CES and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suites, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. CES and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

10. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve percent (12%) or the maximum interest rate permitted under applicable law, whichever is the lesser, until paid. Client agrees to pay CES' cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

11. TERMINATION: This agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, CES shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that CES has agreed to provide clean-up services pursuant to paragraph 3 of this Agreement, CES shall be entitled to recover anticipated profits, in the event of termination.

12. SUBPOENAS: CES' employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay CES pursuant to CES' then current fee schedule for any CES employee(s) subpoenaed by any party as an occurrence witness as a result of CES' services.

13. OTHER AGREEMENTS: CES shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement or any provision wherein CES waives any rights to a mechanics' lien, or any provision conditioning CES' right to receive payment for its services upon payment of Client by any third party. These General Conditions are notice, where required, that CES shall file a lien whenever necessary to collect past due amounts. This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or CES' services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

14. OWNERSHIP OF WORK PRODUCTS: All designs, drawings, specifications, documents, models, electronic files and other work products shall remain the property of CES. Work products specific to the subject project shall not be reused without written authorization from CES.

15. MECHANIC LIENS: CES shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement or any provision wherein CES waives any rights to a mechanics' lien, or any provision conditioning CES' right to receive payment for its services upon payment of Client by any third party. These General Conditions are notice, where required, that CES shall file a lien whenever necessary to collect past due amounts.

16. ATTORNEY'S FEES AND EXPENSES: Should CES or Client be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of failure of the other respective party to perform any obligation pursuant to the terms of this contract, the prevailing party shall be entitled to any reasonable attorney's fees, costs, and expenses (including expenses of litigation).

17. NEGOTIATION OF AGREEMENT: Both Client and CES agree that they have participated in negotiating the terms of this Agreement, and the preparation thereof.

18. GOVERNING LAW: This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of North Carolina. Any action at law, suit and equity, or other judicial proceeding for the enforcement of this Agreement, or any provision thereof, shall be instituted only in any court of competent jurisdiction in Mecklenburg County, North Carolina.

SIGNATURE PAGE

CES GROUP ENGINEERS, LLP

Robert Yu
SUE Operations Manager - Charlotte
O: 984.280.3727 M: 980.408.6390
E: ryu@ces-group.net

CES Group Engineers
3525 Whitehall Park Drive
Suite 150
Charlotte, NC 28273

Prepared By:

Robert Yu

Approved:

Company Name

Town of Black Mountain (TOBM)

Address

Phone / Email

Signature

Printed Name / Title

Charlotte Office

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IMPROVING.
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