AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** dated the _____day of **September 2026**, is made and entered into by and between **the Town of Black Mountain** (OWNER) and **McGill Associates, PA** (ENGINEER).

WHEREAS the OWNER proposes to do certain work toward the accomplishment of the project entitled **SRF Helene Water Resiliency Project**, to include the following scope of work:

- Development of up to four new water supply wells
- Rehabilitation of ten existing water supply wells and common well treatment building
- Replacement of existing well supply water lines
- Proposed water storage tank
- Relocation of two existing water lines
- Fourteen water line stream crossings by direction drill or open cut
- Standby generator and electrical improvements at existing booster pump stations

WHEREAS the ENGINEER desires to provide professional engineering services as required to complete the project in accordance with this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 – GENERAL SERVICES

1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.

1.2 The ENGINEER shall provide necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under their supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.

1.3 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject OWNER's right to terminate as herein provided.

1.4 The ENGINEER shall comply with existing federal, state, and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by them in association with this agreement.

SECTION 2 – BASIC SERVICES

2.1 ENGINEERING REPORT / ENVIRONMENTAL INFORMATION DOCUMENT

2.1.1 Consult with OWNER to determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters

2.1.2 Review all related existing system data related to the project and assessments as required for report development.

2.1.3 Prepare Engineering Report/Environmental Information Document (ER/EID) in accordance with North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) requirements. Submit ER/EID to DWI for review and respond to DWI comments. It is anticipated that the proposed improvements will require a categorical exclusion by review.

2.2 DESIGN AND PERMITTING PHASE SERVICES

2.2.1 Perform existing conditions survey to include topographical surveying of proposed water line route, proposed new tank site, proposed supply well sites, existing booster pump station sites, existing well sites and facilities, and proposed water line stream crossing locations. This task includes the survey field work that reflects the existing conditions of the project limits.

2.2.2 Identify potential wellsites and obtain preliminary approval from NCDEQ-PWSS; All necessary surveying required for preliminary approval. This scope includes preliminary wellsite approval for up to four potential well sites.

2.2.3 Identify potential storage tank site and assist the OWNER with land acquisition. Property acquisition consultant fees are not included in this scope of service. Boundary survey of tank site property and up to four well sites are included in this scope of service.

2.2.4 Prepare a complete set of technical specifications and construction drawings to detail the character and scope of the work. It is our understanding that the work will be divided into multiple projects/contracts for permitting and construction purposes, but no more than five projects/contracts are assumed.

2.2.5 Review the design documents as described above with the OWNER for comments and approval throughout the design process. This shall include a 60% design submittal and a 90% design submittal.

2.2.6 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. The following approvals/permits are assumed to be required for the project. Any additional permitting beyond this due to unforeseen regulatory requirements or changes in project scope would be considered additional services.

- NC Division of Water Resources, Public Water Supply Section
- NC Division of Water Resources, Land Quality Section
- NC Division of Water Resources, Water Quality Section
- NC Division of Water Infrastructure (DWI)
- NC Department of Transportation (NCDOT)

2.2.7 Coordinate any subsurface and/or geotechnical investigations or similar types of testing and analysis needed for proper design within the initial scope of the project. Note that the costs of subsurface and/or geotechnical investigations for the proposed tank site borings are included in this scope of service. Any additional testing identified throughout the course of the project, and all geotechnical/material testing during construction would be paid separately and directly by the OWNER to the geotechnical testing company.

2.2.8 Prepare and submit to the OWNER a project cost estimate based upon the final design drawings and documents.

2.3 BIDDING AND AWARD PHASE SERVICES

2.3.1 Assist the OWNER in advertising the project for competitive bids. Advertisement publication costs to be paid separately by the OWNER.

2.3.2 On behalf of the OWNER respond to prospective bidders' request for information (RFI) and questions and prepare project addenda as necessary.

2.3.3 Assist the OWNER with receiving, opening and evaluating bids for the project.

2.3.4 Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, and equipment suppliers and provide documentation to assist the OWNER in selecting the lowest responsive, responsible bidder for the contract. It is assumed this project will be performed under multiple contracts. Up to three formal construction contracts are included in the scope of work, with a maximum of two bid openings per contract. It is also anticipated there will be two informal bids for wellsite drilling and development.

2.3.5 Compile and submit all pertinent bid information to NCDWI for review and Authority to Award approval.

2.3.6 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.3.7 Schedule preconstruction conferences with the OWNER, Contractors, ENGINEER and all other applicable parties to ensure discussion of all matters related to the project.

2.4 CONSTRUCTION ADMINISTRATION and OBSERVATION PHASE SERVICES

2.4.1 Provide periodic project observation as needed to monitor the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and notify owner of work failing to conform to the Contract Documents. An average of three (3) site visits per week during active construction is included in this scope for an estimated 400-day total construction time cumulatively covering up to five construction contracts.

2.4.2 Schedule and attend monthly progress meetings with the contractor(s) and the OWNER as required.

2.4.3 Prepare project work change directives, field work directives and change orders as required to facilitate the project schedule during construction of the project. If required provide special inspection or testing of the work if necessary.

2.4.4 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

2.4.5 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, provide the following: Determine the amount owed to the Contractor(s) and recommend payment by the OWNER to the Contractor(s) in such amounts; Confirm that the work has progressed to the point indicated and that to the best of their knowledge, information, and belief that the quality of the work is in accordance with the Contract Documents. This assumes that the Contractor will submit a monthly request for payment as the project progresses.

2.4.6 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all their obligations thereunder so that the ENGINEER may recommend to the OWNER final payment to each Contractor.

2.4.7 Provide or make available all project files and information required for project closeout.

2.4.8 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished and supplied by the Contractor.

2.4.9 Assist the OWNER in assuring that the one (1) year warranty period for the construction work is complied with.

2.5 EMERGENCY RESPONSE PLAN

2.5.1 Develop an Emergency Response Plan for the OWNER in accordance with NCDEQ/DWI requirements.

SECTION 3 – ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this agreement.

3.1 Additional services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or OWNER's schedule.

3.2 Revising previously approved studies, reports, design documents, drawings, or specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.3 Preparing environmental surveys, assessments or reports, including, but not limited to, biological and archaeological surveys, wetlands delineations, flood studies or certifications, or any other environmental site assessments or investigations outside of those services listed in Paragraph 2.1.3 of this Agreement.

3.4 Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities, or persons necessary for satisfactory construction of the project not specifically included in scope of work.

3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.

3.6 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.

3.7 Preparing applications and assisting OWNER with regulatory permits or approvals other than those listed in Paragraph 2.2.6 of this Agreement.

SECTION 4 – OWNER'S RESPONSIBILITIES

The OWNER shall:

4.1 Provide full information as to its requirements for the project.

4.2 Assist the ENGINEER by placing at their disposal all available information pertinent to the project including previous documents and any other data relative to the project.

4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, railroad and road right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this agreement.

4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform their services under this agreement.

4.5 Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

4.6 Examine all sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.

4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.

4.10 Bear all costs incident to compliance with the requirements of this Section 4.

4.11 Coordinate and submit all necessary documents and reimbursement requests to the project Funding Agency for payment of project funds.

SECTION 5 - PERIOD OF SERVICES

5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein.

5.2 If the project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER will pay the ENGINEER for Basic Services outlined in Section 2 the following lump sum fees:

2.1	Engineering Report / EID	$50,000
2.2	Design and Permitting	$680,000
2.3	Bidding and Award	$60,000
2.4	Construction Administration & Observation	$570,000
2.5	Emergency Response Plan	$50,000
	TOTAL	**$1,410,000**

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for all services rendered under this agreement.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER because of their services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this agreement until they have been paid in full all amounts due them because of their services and expenses.

6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER because of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of their reasonable estimate of the portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.

6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of their service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER..

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner their obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to this paragraph 7.1.1 shall not limit the OWNER's right to pursue any legal or equitable remedy for damages available under the law.

7.2 OWNERSHIP OF DOCUMENTS

7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale.

7.3 OPINIONS OF PROBABLE COST

7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost (cost estimates) for cost for the Project provided for herein are to be made on the basis of their experience and qualifications and represent their best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the project construction cost will not vary from cost estimates prepared by them.

7.4 INSURANCE AND CLAIMS

7.4.1 The ENGINEER will secure and maintain such insurance as will protect him and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars ($1,000,000) and shall name the OWNER as an additional insured.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The OWNER and the ENGINEER each binds themself and their partners, successors, executors, administrators and assigns to the other party of this agreement and to the

partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 ENTIRE AGREEMENT

7.6.1 This agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first written above.

McGILL ASSOCIATES, PA

By: _____
Joel Storrow, PE
Principal-in-Charge

McGILL ASSOCIATES, PA

By: _____
Mike Dowd, PE
Practice Area Lead

TOWN OF BLACK MOUNTAIN

By: _____
C. Michael Sobol
Mayor

(SEAL)

ATTEST: _____
Richard Hicks
Finance Director

This instrument has been preaudited in the manner required by GS 18B702

_____
Finance Officer

BASIC FEE SCHEDULE

July 2026

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$345			
Principal – Regional Manager – Director	$275	$290	$315	$325
Practice Area Lead	$245	$270	$305	$325
Senior Project Manager	$240	$265	$305	$320
Senior Engineer	$240	$265	$305	$320
Project Manager	$210	$230	$245	$255
Senior Project Engineer	$210	$230	$245	$255
Project Engineer	$175	$190	$200	$210
Engineering Associate	$145	$155	$165	$170
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$130	$145	$155	$165
CAD Operator – GIS Analyst	$110	$120	$135	$145
Construction Services Manager	$195	$215	$225	$235
Construction Administrator	$145	$165	$180	$195
Construction Field Representative	$125	$135	$150	$155
Project Administrator	$110	$130	$135	$155
Funding-Financial Service-Manager	$225	$240	$250	$260
Grant Administrator	$135	$150	$160	$175
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$115	$130	$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.