SUMMIT
ENGINEERING GROUP OF NORTH CAROLINA INC.
ENGINEERS • PLANNERS • SURVEYORS

February 25, 2025

Mr. David Todd
Assistant City Manager
City of Brevard
95 W. Main Street
Brevard, NC 28712

Re: City of Brevard
Sewer System Inventory & Assessment
Contract Extension

Dear Mr. Todd,

Summit Engineering Group of NC, Inc. appreciates the opportunity to provide engineering services to the Town of Brevard for the above-referenced project. Based on our conversation with City staff, we have prepared the following proposal for our services.

The purpose of this agreement is to extend the ARPA funded "Sewer System Asset Inventory and Assessment" project executed by the City of Brevard and Summit Engineering Group, February 13, 2023. Funds have been expended on the original agreement; however, there is still work to be done. The original agreement included the location and assessment of 1,500 manholes; however, staff has indicated that there are actually 2,000 manholes.

I. Project Description

A. The purpose of this project is to:
- Provide the Owner with an updated GIS system of its sewer system (including location, size, age, and status of assets, depth of manholes, etc.), compatible with current asset management software
- Assess the condition of the existing assets and their ability to accommodate future demands
- Prepare a 20-year capital improvements plan
- Prepare an asset replacement plan
- Prepare an Operation and Maintenance program

B. Deliverables generally include:
- 2 thumb drives of the updated GIS Geo-database
- 2 hardcopies (8-1/2"x11") and 1 electronic copy (pdf format) of the capital improvements program
- 2 hardcopies (8-1/2"x11") and 1 electronic copy (pdf format) of the operation and maintenance program
- 2 hardcopies (8-1/2"x11") and 1 electronic copy (pdf format) of the asset replacement program

II. General

A. During the life of the project the Engineer shall provide the following basic general services:

1. Serve as the OWNER's professional engineering representative for this project.
2. Perform professional services as hereinafter stated, which are normal, civil, and sanitary engineering services incident thereto.
3. Consult with the OWNER and other parties as necessary to ascertain requirements relative to the project.
4. Advise the OWNER as to the need for additional services or data that might be required for the Project.
5. Attend meetings as required to satisfy local and public concerns.
6. Comply with all state and federal requirements associated with this project.
7. Coordinate all project activities with the OWNER's staff.

III. Services to be Provided by the ENGINEER (Scope of Services)

A. GIS UPDATE/IMPROVEMENTS

Field work to locate and assess the remaining manholes and verify line sizes

Work with the Owner's staff to locate system assets

Locate and GPS missing features

Coordinate with asset management software provider to ensure compatibility

Prepare updated GIS map/database to include:

- accurate line sizes
- accurate materials (where known)
- pump station (pump rates, TDH, age of pumps, etc.)
- year of installation of appurtenances
- record drawings (where available) (attached to GIS features)
- manhole numbers
- location of cleanouts, where known
- GIS map shall be configured to be compatible with most management software

B. CONDITION ASSESSMENT

Field inspect the remaining +/-500 manholes

Meeting with City staff to review system assumptions, connectivity, and age of infrastructure

Perform smoke testing where required (up to 40% of system)

Perform CCTV where applicable (to be performed by City of Brevard and reviewed by Summit)

Assess the condition of the sewer system, including scoring (consequence of failure vs. likelihood of failure)

Project demands for 5-yr, 10-yr, 20-yr projections using NCDOT TAZ, known future demands, and CDM-Smith report where applicable

Assess the capacity of the collection system with regard to future demands

Assess the capacity of the wastewater treatment plant regarding future demands

C. ASSET INVENTORY AND ASSESSMENT REPORT W/ ASSET REPLACEMENT SCHEDULE

Prepare a draft report of the findings of the condition assessment

Review draft report with City Staff

Make appropriate revisions after meeting with City Staff

(Price does not include actual installation of flow monitors, equipment, nor labor)

Prepare an Asset Inventory (pumps, flow meters, plant equipment, etc.)

Prepare an asset replacement schedule and associated costs to be incorporated in the CIP, after completing high priority repairs/replacements

D. CAPITAL IMPROVEMENTS PROGRAM

Prepare a prioritized list of proposed sewer system improvements

Prepare associated cost estimates

Prepare a proposed schedule for implementing said improvements over the next 10 years

E. PRESENTATION TO CITY STAFF

Demonstration of updated GIS system to staff

Present new CIP, Asset Replacement Program, and Operation & Maintenance Program to Staff

VII. Responsibilities of the Owner:

A. Prompt payment of invoices

B. Prompt response to information request

C. CCTV of existing gravity sewer mains

D. Staff members to assist the Engineer regarding locations of assets, as required

E. Assist the engineer in performance of pump station inspections and particularly draw down tests

XI. Compensation and Schedule of Payments

A. The OWNER shall compensate the ENGINEER for his services under this Agreement in accordance with the following:

No.	Service Description	Fee
2.	Condition Assessment & GeoDatabase	$50,000.00
3.	AIA Report and Replacement Schedule	$10,000.00
5.	Capital Improvements Program	$5,000.00
9.	Presentation to Staff	$3,500.00
	TOTAL PROFESSIONAL SERVICES FEE	$68,500.00

B. Payment of services as listed in Paragraph A above shall be based on the following schedule:

All services will be billed monthly, based on manhours and expenses, not to exceed the total above referenced fee, without written approval. Fees will be determined by the hourly rates shown in Attachment "A" of this agreement.

Fees for each work task is an estimate based on manhours. Actual cost of each task may vary, but the total cost of the project shall not be exceeded. Reimbursable expenses are not included in the total professional services fee.

C. The OWNER agrees to make payment, in full, to the ENGINEER within thirty days of the date of the ENGINEER's invoice.

D. If payment, in full, is not received by the ENGINEER within forty-five days of the date of the invoice, the ENGINEER may cease to provide services on the Project until such time as payment, in full, is received. The OWNER agrees to hold the ENGINEER harmless for any claims due to such interruption of services.

E. Special or additional services shall be based on the ENGINEER's published hourly rate schedule at the time of the service. Attachment "A" to this agreement is a copy of the current hourly rate schedule.

XII. Termination of Agreement for Cause

A. If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the ENGINEER under this Agreement shall, at the option

of the OWNER, become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

XIII. Termination for Convenience of OWNER

A. The OWNER may terminate this Agreement at any time by a notice in writing from the OWNER to the ENGINEER. If the Agreement is terminated by the OWNER as provided herein, the ENGINEER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the ENGINEER covered by this Agreement, less payment of compensation previously made. If this Agreement is terminated due to the fault of the ENGINEER, Section I hereof relative to termination shall apply.

XIV. Limitation of Liability

A. The OWNER agrees that the ENGINEER's liability for damages on account of errors, omissions, or other professional negligence will be limited to a sum not to exceed a maximum of One Million Dollars ($1,000,000) or current limit of Professional Liability Insurance.

B. The OWNER and the ENGINEER waive all rights for damages each against the other and against the contractors, consultants, agents and employees of the other, but only to the extent covered by property insurance during or after construction except such rights as they may have to the proceeds of such insurance. The OWNER and the ENGINEER each shall require similar waivers from their contractors, consultants and agents.

XV. Ownership of Documents

A. All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the ENGINEER as instruments of service pursuant to this Agreement, shall be the sole property of the ENGINEER.

B. The OWNER agrees that all documents of any nature furnished to the OWNER or the OWNER's agents or designees, if not paid for, will be returned upon demand and will not be used by the OWNER for any purpose whatsoever.

C. The OWNER further agrees that under no circumstances shall any documents produced by the ENGINEER, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the ENGINEER.

D. At the request and expense of the OWNER, the ENGINEER will provide the OWNER with copies of documents created in the performance of the ENGINEER's services for a period not exceeding five years following submission of the services contemplated by this Agreement.

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XVI. Successors and Assigns

A. The OWNER and the ENGINEER each binds himself and his 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 to this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

B. 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 a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER. Provided, however, that claims for money due or to become due the ENGINEER from the OWNER under this Agreement may be assigned to a bank, trust company or other financial institution or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the OWNER.

XVII. Agreement Execution

This Agreement formally entered into and agreed upon on this the 18th day of MARCH, 2025.

SUMMIT ENGINEERING GROUP of NC, INC.

ATTEST: Gale B. Gould

By: _____
Alvin Fuller, Jr.
Senior Vice President

CITY OF BREVARD

ATTEST: _____

By: _____
David Todd
Assistant City Manager

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ATTACHMENT "A"
HOURLY RATE SCHEDULE
SUMMIT ENGINEERING GROUP, INC.

Schedule 22B

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Employee Classification	Rate per Hour
Principal	$185.00
Senior Project Manager	$180.00
Project Manager	$160.00
Electrical Designer	$165.00
Senior Project Engineer	$155.00
Project Engineer II	$140.00
Project Engineer I	$125.00
Design Technician	$115.00
Engineering Associate II	$125.00
Engineering Associate I	$100.00
Project Representative III	$110.00
Project Representative II	$100.00
Project Representative I	$90.00
CADD III	$95.00
CADD II	$85.00
CADD I	$75.00
Administrative Services	$75.00

Survey and GIS Services

Surveying Manager	$130.00
Instrument Operator	$90.00
GIS Analyst/Programmer	$130.00
GIS Specialist	$125.00
GIS Technician	$85.00
Rodman	$75.00

Equipment & Materials

GIS Survey Station	$100.00 per calendar day
Topcon Robotic Total Station	$100.00 per calendar day
Digital Hydrant Mounted Pressure Recorder	$10.00 per calendar day
Four-Wheeler	$50.00 per calendar day
Smoke Machine	$225.00 per calendar day
Smoke Bombs	$225 per case (minimum 1 case)

Other

Chargeable expenses	Actual cost-plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates: July 1, 2022 to December 31, 2022

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

Issued: 7-1-2022