CITY OF BREVARD

STANDARD FORM OF AGREEMENT BETWEEN CITY AND DESIGNER

CAPITAL PROJECTS OVER $250,000

This **AGREEMENT** is made this 15th day of September in the year Two Thousand Twenty Five between the City of Brevard hereinafter called the City, and McAdams of Raleigh, NC hereinafter called the Designer.

WITNESSETH, that whereas the City intends to construct a project with a scope consisting of: City of Brevard Stormwater Master Plan hereinafter called the Project for which the following has been budgeted:

a. Citywide Stormwater Master Plan consisting of Phase 1 and Phase 2 $ 435,000

b. Phase 1 $297,000 of which a maximum of $200,000 will be billed in FY 25-26

c. Phase 2 $138,000

d.

Total Project Budget: $ 435,000

The Total Project Construction Cost is not to exceed N/A ($ N/A)

The Total Contingency Reserve is N/A ($ N/A)

The Project Design Fee is Four Hundred and Thirty-Five Thousand Dollars ($ 435,000)

NOTE: See Article 14

NOW, THEREFORE, the City and the Designer, for the consideration hereinafter set forth, agree as follows:

A. The Designer shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

B. The City shall compensate the Designer, in accordance with the Terms and Conditions of this Agreement, as follows:

(1) For the Designer's, as described and defined in Article 1 hereinafter, a Lump Sum of four hundred and thirty five thousand dollars ($435,000) is authorized.

(2) For the Designer's **ADDITIONAL SERVICES**, these will be billed as described in the Designer's attached proposal.

(3) The times and further conditions of payment shall be as described in Article 7, PAYMENT TO THE DESIGNER.

C. The Designer agrees to begin work on the Project promptly upon receipt of his fully executed copy of this Agreement, and to pursue his work in accordance with the following schedule:

DESIGNER'S PRODUCTION SCHEDULE

PHASE	**DATE**
Phase 1	7/1/2025
Phase 2	12/31/2026

TERMS AND CONDITIONS OF THE AGREEMENT

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ARTICLE 1
BASIC SERVICES OF THE DESIGNER

Basic Services

1-1 The Designer shall provide the deliverables and scope of work as described in **Attachment A**, which is the Proposal from Mc Adams dated September 4th, 2025. The "Proposal" includes; the Proposal (Description of work with associated fees), Hourly Rate Schedule, Collection Schedule, and McAdams Terms and Conditions – NC.

ARTICLE 2
ADDITIONAL SERVICES OF THE Designer

2-1 In the event the City, requests in writing that the Designer perform services over, above and beyond the basic services, then the Designer may be paid for such additional services as herein before provided. Additional services, for which additional compensation may be allowed, are as described hereinafter.

(a) Revising previously approved design development or working drawings or specifications to accomplish changes ordered by the City, except where required to get the cost within the total project budget;

(b) Preparing drawings and specifications for alternate bids for work beyond the scope of that originally contemplated in this agreement; (When alternates are used to assure keeping project within the total project budget, no additional fee shall apply.)

(c) Arranging for the work to proceed should the contractor default due to delinquency or insolvency;

(d) Providing contract administration and inspection of construction should the construction contract time be extended due to no fault of the Designer;

(e) Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts.

(f) Other services as may be required will be negotiated.

ARTICLE 5
LIMITATIONS OF PROJECT COST AND PROJECT SCOPE

Total Project Cost

5-1 The total project cost as indicated in the body of Page 1 of this agreement shall include all costs and expenses for which the Designer is responsible, including the design fee. The contingency fund noted on Page 1 shall be reserved at the time of award of construction contracts.

Scope of Project

5-5 The proposed scope of the project is indicated on Page 1 of this agreement. The Designer will be permitted to reduce the scope of the project, within reasonable limits approved by City, if

such reduction is deemed necessary in order to not exceed the total project cost as set forth in the body of Page 1 of this agreement.

5-6 The total project cost is the primary control criteria and limitation; the scope of the project is secondary to project cost.

ARTICLE 6
REPRODUCTION EXPENSES

6-1 The Designer shall be required to furnish up to 30 sets of complete, approved final plans and specifications for the project. For sets required in excess of the above mentioned number, the Designer will be paid the actual cost of reproduction. A list of plan deposits not returned to the contractors shall be furnished to the City. These deposits, as set forth in Notice to Bidders, shall be credited to the City.

ARTICLE 7
PAYMENTS TO THE DESIGNER

7-1 Owner will pay Designer for services and expenses in accordance with periodic invoices to Owner and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Owner. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding Designer's services and invoices, Owner agrees to notify Designer, in writing / email, of any questions or concerns Owner may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If Owner fails to provide such notice to Designer, Owner waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If Owner fails to make payment to Designer within 30 days after the invoice date, Designer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, Designer may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees

7-2 Payments for additional services of the Designer, as defined in Article 2, shall be made at the time of the next payment due under schedule of payments for basic services above.

ARTICLE 8
ACCOUNTING RECORDS OF THE DESIGNER

8-1 Records of the Designer's personnel, Designers, additional services and reimbursable expenses pertaining to the project, and records of accounts between the City and the contractors, shall be kept on a generally recognized account basis, and all such records shall be available to the City or his authorized representative at mutually convenient times.

ARTICLE 9
CITYSHIP OF PLANS AND SPECIFICATIONS

9-1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the City of Brevard, North Carolina and may be used on any other design or construction without additional compensation to the Designer. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project as set forth in the body on Page 1 of this agreement, shall be at the full risk of such person or entity and the Designer shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use. All drawings are to be provided in both (.dwg) and (.pdf) formats. Specifications and other project documents are to be provided in a Microsoft Word editable format and as (.pdf)s

ARTICLE 10
TERMINATION OF AGREEMENT

10-1 The City may terminate this agreement for any reason upon ten (10) calendar days written notice (delivered by certified mail, return receipt requested).

10-2 This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other.

10-3 In event of termination, the Designer shall receive payment for services rendered prior to the receipt of written termination notice from the City. If termination results from abandonment or suspension of the project, then the Designer will receive termination expenses in the amount of five percent (5%) of the above due payment. If termination results from non-performance of work, then the Designer will not receive termination expenses. Any work done by the Designer prior to termination shall become the property of the City.

10-4 For the purpose of evaluating services rendered to termination, the following shall apply:

(a) Preliminary Design Phase 37%

(b) Existing Conditions Analysis..... 17%

(c) Engineering Concept + Design Plans..... 30%

(d) Program + Policy Requirements 16%

ARTICLE 11
SUCCESSORS AND ASSIGNS

11-1 The City and the Designer each binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this agreement. Neither the City nor the Designer shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

ARTICLE 12
EXTENT OF AGREEMENT

12-1 This agreement represents the entire and integrated agreement between the City and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written consent.

ARTICLE 13
PROFESSIONAL DESIGNERS

13-1 The Designer agrees to contract with the following Designers for specialized portions of the work. Each such Designer shall be required to comply with the conditions of this agreement to the same extent as the Designer. S&ME, Inc. and Equinox Environmental Consultation & Design, Inc.

Pipe Cleaning / CCTV + Traffic Control	**Environmental Regulations**
S&ME, INC.	Equinox Environmental Consultation & Design, Inc.
(Firm)	(Firm)
44 Buck Shoals Rd, Suite 603Arden, NC 28704	14 O Henry Ave, Suite 206 Ste 206, Asheville, NC 28801
(Address)	(Address)

ARTICLE 14
SUPPLEMENTAL AGREEMENT

14-1 Insurance Requirements:

The work under this agreement shall not commence until the designer has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance. Certificates for all such policies shall be provided by the Firms' insurance agent or broker to City within 15 (fifteen) working days from the date of award. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates. Firms agree to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in North Carolina for the following insurance policies:

Worker's Compensation – State of North Carolina Statutory
Employers Liability – $500k/$500k

Automobile Liability
$ 5,000,000 Per Accident - Combined Single Limit
Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

Commercial General Liability
$ 5,000,000 Per Occurrence
(Including products and completed operations liability)

Or $1,000,000 on each of the above policies and a $4,000,000 Umbrella Policy

Errors and Omissions Liability
$5,000,000

a. Deductible
Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Designer.

b. Proof of Coverage
The designer shall furnish the City with satisfactory proof of coverage of the insurance required before written approval is granted by the City in the form of a Certificate of Insurance with the City of Brevard listed as additional insured.

The lump sum fee shown on page 1 includes the total fee charges for the total project authorization of $435,000.00.

IN WITNESS WHEREOF the City and the Designer have executed this Agreement, the day and year first above written.

Designer

Witness:

_____ By: _____

Date: _____

City, City of Brevard

Witness:

_____ By: _____

Date: _____

McAdams
2100 South Tryon Street
Suite 400
Charlotte, NC 28203
704. 527. 0800

CYB25002.02

September 4, 2025

David Todd
Assistant City Manager
City of Brevard
95 West Main Street
Brevard, North Carolina 28712

RE: City of Brevard 2025 Stormwater Master Plan
Brevard, North Carolina
CYB25002.02

Dear David,

We are pleased to offer this proposal for the development of a Citywide Stormwater Master Plan for Brevard, North Carolina. Outlined below is our understanding of this project and the detailed tasks associated with our overall project effort. This project will be completed in two (2) phases spanning over two (2) fiscal years. Phase 1 will be completed in fiscal year 2026 (July 2025–June 2026) and Phase 2 will be completed in fiscal year 2027 (July 2026–June 2027).

Project Understanding

Proposed Scope and Project Areas

The City of Brevard is initiating a comprehensive Stormwater Master Plan to evaluate its existing drainage infrastructure, identify system deficiencies, and develop a long-term strategy for reinvestment and resiliency. With increased development pressure and aging infrastructure, a data-driven, forward-looking approach is critical to support the City's goals. Through the completed due diligence process, McAdams will analyze ten (10) hot spot areas throughout the City limits of Brevard. This scope of work includes all tasks in the City of Brevard 2007 Stormwater Master Plan plus a Stormwater Infrastructure O&M Plan. Our approach integrates technical analysis, field data collection, system modeling, and strategic planning to create a plan that is both actionable and tailored to Brevard's unique needs.

Phase 1 scope of work involves identification of Projects and includes Project Management + Administration, Pipe Cleaning / CCTV + Traffic Control, Field Data Collection, Geodatabase Management + Dashboard Creation, Analysis of Existing Stormwater Systems, CIP Prioritization Development + Implementation, development of a Stormwater Assessment Report, and a UDO Update.

Phase 2 scope of work involves Schematic Design and Identification of Funding for the identified projects through analysis of the hotspot areas. These tasks include Project Management + Administration, Environmental Regulations, Preliminary Plans + Alternatives, development of a Stormwater Infrastructure O&M Plan, Identification of Funding Opportunities, and a Stormwater ERU Analysis.

The following pages outline our detailed approach to each task and demonstrate McAdams' commitment to delivering a robust, practical, and sustainable Stormwater Master Plan for the City of Brevard.

Assumptions

This proposal is based on the following assumptions:

- Any public notifications will be coordinated through City of Brevard;
- This project will be focused primarily on closed conveyance stormwater systems, with high level hydraulic analyses and flooding assessments for open systems;
- Traffic control for pipe inspection work will be conducted by McAdams and its subconsultants. Additional traffic control support may be provided by the City of Brevard (McAdams will notify the City at least 48 hours in advance of any needs);
- This project includes inspections for City-owned systems, from collection point to open discharge point within a City-dedicated easement or maintenance area. It also includes privately owned / maintained systems, NCDOT systems, and other infrastructure outside the jurisdiction of the City of Brevard per City guidance;
- This effort is intended to include inventory collection for all remaining stormwater pipes and structures within the City limits, not previously collected as part of other project efforts; pipe and structural assessments will be for selected systems as determined most appropriate by McAdams and the City of Brevard. These determinations will be conducted in coordination with the Project Team prior to field work commencing and may be modified as work progresses through each phase;
- The City of Brevard will provide stormwater infrastructure as-built information and inventory data for any recent or 'new' development within the City that may exist; and
- Opinions of Probable Construction Costs (OPCCs) will be high level, budgetary estimates for planning purposes, based upon best available data and appropriate engineering judgement for each project area. Detailed survey data, subsurface utility exploration information, geotechnical investigations, etc., may be required later to refine costs and obtain bid-level estimates.

Proposed Services + Fees

We propose the following services in two (2) Phases (alphanumeric task numbers are for internal coding purposes):

Phase 1

Due Diligence + Preliminary Design Phase

A4.10 PROJECT MANAGEMENT + ADMINISTRATION (PHASE 1):

> FEE: $16,990 (lump sum)

- Project work plan development + kickoff meeting with City of Brevard staff, including identifying and prioritizing work areas;
- Periodic project updates and status reports;
- General project management and administration throughout duration of contract;
- Up to two (2) meetings (either in person or virtual) with City Staff to discuss progress, updates, and for planning purposes, including at least one meeting to discuss prioritization design criteria for infrastructure;
- Up to one (1) public informational meeting / presentation with City stakeholders, including any committee or council meetings as directed by the City; and
- One (1) final presentation meeting to City staff associated with the draft Stormwater Assessment Report and product deliverables.

L4.12 PIPE CLEANING / CCTV + TRAFFIC CONTROL (PHASE 1):

> FEE: Not to Exceed $96,800 without prior written approval

Work under this phase will include several components of the inspections process, including 100 hours with a two-man crew (200 man-hours total), or approximately 12.5 days of CCTV work; 5 days of heavy pipe cleaning and use of a vacuum truck; and 2 days of subcontracted traffic control. See below breakout of tasks to be completed as a part of this scope:

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTIONS AND DOCUMENTATION:

> FEE: $72,500 (not to exceed, approximately 12.5 days of CCTV work + Engineering Desktop Analysis)

The purpose will be to explore dimensions, alignment, and potential distresses of the storm drainage pipes along the requested pipe sections to help evaluate the existing conditions of the storm drainage system:

- CCTV video documentation using a two-person crew. The pipe CCTV video documentation will be conducted during daytime (typically between 8am to 6pm). The CCTV video documentation will include location IDs, direction of travel, and a linear footage counter.

Limitations of CCTV Services

- CCTV operators can only remotely video document what is safely accessible. Some pipes may contain a clog. CCTV operators will take care in not passing or traversing obstacles / debris that we do not feel we can safely advance or retreat from;
- The CCTV remote operated vehicle can traverse a minimum pipe size of 8 inches up to a maximum of 96 inches in diameter;
- To avoid loss of equipment, CCTV operators cannot cross obstacles such as debris and large defects in the pipeline. If an obstruction is found, CCTV operators will attempt to traverse the pipe from the opposite direction to capture the remaining pipeline data; and
- If required, a pipe cleaning contractor shall remove debris to allow access to the pipe for video documentation (this is described in Pipe Cleaning / Vacuum Truck below).

A report summarizing the results of our CCTV video documentation will be prepared. The videos and data will be reviewed and transmitted to the Client via an external flash drive (mailed or hand delivered to the Client). The report will include the following:

- The extent of existing storm drainage system explored;
- A description of misalignments and potential distresses of the storm drainage pipe, if observed;
- A description of obstacles encountered, such as debris and visible defects in the pipelines; and
- Opinion regarding the operating condition of the stormwater system documented.

PIPE CLEANING / VACUUM TRUCK:

> FEE: $18,800 (not to exceed, assumes 40 hours @ $470 / hour)

- Process involves hydro-vac suction of material from drains and lines as well as high-pressure jetting of storm systems. We note that severe blockages with tree parts, concrete, rubble, etc., may not be able to be practically removed with these methods; and
- Up to 5 days of subcontracted heavy pipe cleaning and use of a vacuum truck for the purposes of this proposal. The budget assumes the City will allow the materials collected to be disposed of on City property in Brevard. If disposal of the materials outside of Brevard is required, additional charges will be incurred.

TRAFFIC CONTROL:

> FEE: $5,500 (not to exceed, assumes 2 days @ $2,750 / day)

- Use of traffic control as needed to access structures or provide cleaning / vacuum truck work;
- The traffic control will provide lane closures, proper signage, qualified flaggers, etc. as necessary to help facilitate CCTV work safely; and
- Up to 2 days of subcontracted traffic control services for the purposes of this proposal.

A4.20 FIELD DATA COLLECTION (PHASE 1):

> FEE: $36,170 (lump sum)

Work under this task includes time for field walks to verify storm system connectivity and additional pole camera and asset inspections within priority areas, and will include the following:

- Initial field walks to verify and confirm system connectivity and limits;
- All field work support associated with pipe, structure, and outfall inspections (including site visits and any support during pipe cleaning and inspection work), plus additional pole camera inspections as determined appropriate; and
- Asset locations and verification as necessary or required for basemapping updates.

Existing Conditions Analysis

A4.30 GEODATABASE MANAGEMENT + DASHBOARD CREATION (PHASE 1):

> FEE: $17,450 (lump sum)

McAdams will update the City's stormwater GIS inventory and integrate it into a project dashboard where information on the City's drainage system will be updated based on inspection results and problem identification. This work will include:

- Data assembly and geodatabase development and maintenance;
- GIS Dashboard creation, including real-time updates during data collection and formatting based on feedback with City staff; and
- Ongoing maintenance throughout the life cycle of the Stormwater Master Plan study.

A4.40 ANALYSIS OF EXISTING STORMWATER SYSTEMS (PHASE 1):

> FEE: $49,435 (lump sum)

For this task, McAdams will provide the following scope of services:

- Hydrologic and Hydraulic modeling software(s) will be used to analyze existing storm drainage systems within the project area, including both closed conduit and open channel systems. For the majority of the H+H modeling, McAdams will primarily utilize PC-SWMM to prepare an analysis of integrated systems across the City;
- Up to ten (10) identified areas will be analyzed as a part of this task in collaboration with City of Brevard;
- For each drainage system, McAdams will determine peak flow rates, provided levels of service, and preliminary sizing of pipes and drainageways to meet intended level of service and / or drainage improvements for problem areas;
- McAdams will evaluate 2-, 10-, 25-, and 100-year, 24-hour SCS Type II rainfall distribution events as part of our modeling efforts. Rainfall depths will be based on NOAA Atlas 14 data;
- Field survey data and drainage basin maps will be used to develop the hydrologic models. Connectivity will be verified, and model calibrated through additional field work and engineering analysis; and
- Utilize hydrologic models to verify infrastructure capacities, flood prone areas, and identify system deficiencies and critical assets.

Engineering Concept + Design Plans

A4.50 CIP PRIORITIZATION DEVELOPMENT + IMPLEMENTATION (PHASE 1):

> FEE: $38,575 (lump sum)

Based on the results of the above investigations and analyses, McAdams will perform the following tasks and prepare the following final deliverable items:

We will assess the storm drainage system to determine current condition and where immediate, remedial action may be necessary. A prioritization list relative to repairs needed based on current conditions will be provided. Based on assessment and analysis of storm drainage, McAdams will develop a detailed prioritization of capital improvement projects (CIP) for the City to utilize for budgetary planning purposes.

Deliverables:

- Development of scoring matrix based on level of service of pipe;
- Up to ten (10) identified areas will be analyzed as a part of this task in collaboration with City of Brevard;
- Development of Capital Improvement Plan, including prioritization development and design criteria; and
- Revisions and updates based on feedback from City of Brevard.

A4.53 STORMWATER ASSESSMENT REPORT (PHASE 1):

> FEE: $23,680 (lump sum)

McAdams will prepare a final Stormwater Assessment Report detailing all findings, recommendations, and prioritization of projects. This task includes the following:

- Development of comprehensive inventory of all system components, documentation of the condition of all assets, and development of a system for future management of the assets;
- Development of preliminary / draft version of the Stormwater Assessment report based on initial findings and review with project stakeholder staff;
- Participate in group meetings with City personnel and project stakeholders to share and discuss draft report;
- Development of the final Stormwater Assessment Report based on feedback and revisions discussed on the draft review; and
- Assist with presentation of the final report and findings to City leadership and other project stakeholders.

Policy + Program Recommendations

A4.62 UDO UPDATE (PHASE 1):

> FEE: $17,900 (lump sum)

McAdams will prepare an update to Chapter 6.6 of the Unified Development Ordinance (UDO) to clarify and streamline the existing stormwater management requirements while addressing the City's identified goals. The scope of work for this task includes:

- A comprehensive review of Chapter 6.6 [Stormwater runoff provisions], with annotated notes for discussion prior to a meeting with City staff. The review will evaluate clarity, structure, alignment with state and federal regulations, technical accuracy, and any additional concerns raised by the City;
- Up to two one-hour virtual meetings with the City to present McAdams' findings and gather initial feedback;
- Development of a draft revised Chapter 6.6, incorporating underlines and strikethroughs to clearly show proposed changes, along with comments explaining the rationale behind each recommendation;
- Up to two one-hour virtual meetings with the City to review and refine the draft based on feedback received; and
- Preparation of the final updated version of Chapter 6.6, incorporating all approved changes.

Phase 2

Due Diligence + Preliminary Design Phase

A4.13 PROJECT MANAGEMENT + ADMINISTRATION (PHASE 2):

> FEE: $12,230 (lump sum)

- Project work plan development + kickoff meeting with City of Brevard staff, including identifying and prioritizing work areas;

- Periodic project updates and status reports;
- General project management and administration throughout duration of contract;
- Up to two (2) meetings (either in person or virtual) with City Staff to discuss progress, updates, and for planning purposes, including at least one meeting to discuss prioritization design criteria for infrastructure;
- Up to one (1) public informational meetings / presentations with City stakeholders, including any committee or council meetings as directed by the City; and
- One (1) final presentation meeting to City staff associated with draft Stormwater Infrastructure O&M Plan and product deliverables.

L4.41 ENVIRONMENTAL REGULATIONS (PHASE 2):

FEE: $ 6,650 (lump sum)

For this task, Equinox will provide the following scope of services:

- Develop "Environmental Regulations" chapter for SWMP document, which will include, but is not limited to, the following items:
  - Watershed Characterization;
  - Surface Water Classifications, Impairments, and Special Designations;
  - Summary of changes to the Clean Water Act since the 2007 Master Plan;
  - Stormwater Ordinance Review;
  - Inventory and assessment of existing NPDES permits and requirements; and
  - Discussion of nutrient load reduction standards.

A4.51 PRELIMINARY PLANS + ALTERNATIVES (PHASE 2):

FEE: $40,540 (lump sum)

McAdams will provide services associated with suitable alternatives for flood mitigation or necessary stormwater management within the area of interest, subject to the following:

- Alternatives analysis and replacement recommendations should balance the replacement longevity and the cost to each community including upfront and maintenance costs. It is envisioned that alternatives will likely include the following:
  - Upgrade of culvert / drainage systems to meet established design criteria;
  - Improvements along alternative alignments to minimize construction cost and impacts to private property, transportation systems, and other existing infrastructure;
  - Non-structural floodproofing options, including alternative flood-hazard mitigation strategies;
  - Recommend potential stormwater retrofit locations and identify potential GSI retrofit opportunities to be assessed, compared, and ranked to determine the most feasible and beneficial projects for the City;
- Up to ten (10) identified areas will be analyzed as a part of this task in collaboration with City of Brevard;
- To the degree appropriate, future conditions hydrology will be used in development of alternatives and proposed conditions. Future conditions will be based on City / County zoning and / or comprehensive planning info;

- Assist with the preparation of conceptual / schematic plans for additional stormwater conveyance infrastructure, or improvements to existing infrastructure, to alleviate or mitigate against future flooding in those areas with consistent flooding problems;
- Concept level plans are proposed to be exhibits generated from GIS, and will show locations, type, sizes, and preliminary elevation information for proposed drainage infrastructure; and
- Opinions of Probable Construction Costs (OPCC) for necessary improvements.

A4.52 STORMWATER INFRASTRUCTURE O&M PLAN (PHASE 2):

> FEE: $27,280 (lump sum)

We will assess the storm drainage system to determine current condition and where immediate, remedial action may be necessary. A prioritization list relative to repairs needed based on current conditions will be provided. From this information, McAdams will develop an optimized stormwater infrastructure and operation maintenance plan for the City of Brevard considering the full inventory of all stormwater control structures and other planned City developments. The purpose of this O&M plan will be to extend the life of the existing infrastructure and to optimize its existing operation. Other tasks include:

- Development of a routine inspection and maintenance schedule to assure the system operates at peak efficiency;
- Identification of any sources of illicit discharge into the drainage system and potential corrective action required; and
- Assessment of the existing drainage system to determine areas of the existing system that require significant maintenance, repair or replacement.

Policy + Program Recommendations

A14.60 IDENTIFICATION OF FUNDING OPPORTUNITIES (PHASE 2):

> FEE: $12,400 (lump sum)

McAdams will perform a funding scan to assist the City of Brevard in identifying potential grant and loan programs, with an emphasis on Disaster recovery and emergency funding, for up to ten (10) projects and programs identified in the City's Capital Improvement Plan (CIP). The funding scan will assess the eligibility and competitiveness of the projects for various Federal, state, and private grants and loans, and provide strategies to maximize the City's chances of securing funding for these projects.

Upon completion of the CIP, McAdams will convene up to one (1) kickoff meeting with City staff and collect data on the CIP projects, including project descriptions / scopes, challenges addressed, benefits, project locations, timelines, costs, and project partners. Upon receipt of this information, McAdams will perform a review of currently active federal, state, and private grant and loan programs and evaluate the eligibility criteria and requirements of each program to determine those for which the project is eligible and may be most competitive. A project's competitiveness will be evaluated based on the project information provided in Task 1 as well as previous grant recipients, success rates, and funding trends for the funding programs evaluated. McAdams will consider the ongoing changes in the federal funding landscape (including authorized programs and funding

levels) and provide information in the scan on any identified uncertainties to assist the City in managing risk. This task will also identify opportunities to "stack" funding sources (e.g., use a state-funded grant to provide the non-Federal match for a Federal grant). A memo documenting the results of the funding scan, as well as up to one (1) PowerPoint slide to use for City Council briefing(s) shall be provided to the City upon completion. One (1) consultant staff will participate in up to two (2) City Council meetings or other stakeholder meetings at the discretion of City staff.

A4.61 STORMWATER ERU ANALYSIS (PHASE 2):

FEE: $38,900 (lump sum)

For this phase, McAdams will advise the key policy issues and goals for the existing stormwater utility. This phase will involve the following tasks:

- Using recent, high-quality aerial photography to estimate the built-upon area on ten percent of the City's single-family lots to calculate the ERU for the City's stormwater utility;
- Applying the same aerial photography to determine the built-upon area for all commercial, institutional, industrial, and multi-family properties within the City; and
- Calculating the total number of ERUs citywide and providing an interactive spreadsheet that enables the City to test various stormwater utility fee scenarios and project potential revenue based on the fee assessed per ERU.

Extra Services

J. ADDITIONAL SERVICES

When requested by the Client and confirmed by the Client and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project: schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- Notification to proceed;
- Timely approval of deliverables presented for Client approval;

- Timely providing of information from other professional services (architect, geotechnical engineer, etc) as described hereinabove;
- Payment of all application and permit fees;
- Payment of invoices in accordance with Item 1 of Terms and Conditions;
- Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- Any engineering or surveying services not specifically described above;
- Court appearance for litigation, or preparation for the same; and
- Revised directives from Client after work has begun.

General Conditions

- The attached “Terms and Conditions” shall apply to this Agreement.
- This proposal is valid for 30 days from the above date.
- Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,
McAdams



Max Grogan, PE | Project Manager
grogan@mcadamsco.com | 704. 527. 0800

MG/kt/lf

Acceptance

By: _____ Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

_____

Fee Schedule

City of Brevard 2025 Stormwater Master Plan Phase 1 / Brevard, North Carolina

Task ID	Description	Fee	Fee Basis
PRELIMINARY DESIGN PHASE			
A4.10	Project Management + Administration	$16,990	Fixed Fee
L4.12	Pipe Cleaning / CCTV + Traffic Control	$96,800	Fixed Fee
A4.20	Field Data Collection	$36,170	Fixed Fee
	Due Diligence + Preliminary Design Phase TOTAL	$149,960	
EXISTING CONDITIONS ANALYSIS			
A4.30	Geodatabase Management + Dashboard Creation	$17,450	Fixed Fee
A4.40	Analysis of Existing Stormwater Systems	$49,435	Fixed Fee
	Existing Conditions Analysis TOTAL	**$66,885**	
ENGINEERING CONCEPT + DESIGN PLANS			
A4.50	CIP Prioritization Development + Implementation	$38,575	Fixed Fee
A4.53	Stormwater Assessment Report	$23,680	Fixed Fee
	Engineering Concept + Design Plans TOTAL	$62,255	
POLICY + PROGRAM RECOMMENDATIONS			
A4.62	UDO Update	$17,900	Fixed Fee
	Policy + Program Recommendations TOTAL	$17,900	
	Phase 1 Total	**$297,000**	

City of Brevard 2025 Stormwater Master Plan Phase 2/ Brevard, North Carolina

Task ID	Description	Fee	Fee Basis
DUE DILIGENCE + PRELIMINARY DESIGN PHASE			
A4.13	Project Management + Administration	$12,230	Fixed Fee
	Due Diligence + Preliminary Design Phase TOTAL	$12,230	
EXISTING CONDITIONS ANALYSIS			
L4.41	Environmental Regulations	$6,650	Fixed Fee
	Existing Conditions Analysis TOTAL	**$6,650**	
ENGINEERING CONCEPT + DESIGN PLANS			
A4.51	Preliminary Plans + Alternatives	$40,540	Fixed Fee
A4.52	Stormwater Infrastructure O&M Plan	$27,280	Fixed Fee
	Engineering Concept + Design Plans TOTAL	$67,820	
POLICY + PROGRAM RECOMMENDATIONS			
A14.60	Identification of Funding Opportunities	$12,400	Fixed Fee
A4.61	Stormwater ERU Analysis	$38,900	Fixed Fee
	Policy + Program Recommendations TOTAL	$51,300	
	Phase 2 Total	**$138,000**	
	Current Contract Total	**$435,000**	

MCADAMS

Hourly Rate Schedule / 2025

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	$290 - 400 /hour
Advisor	$250 - 325 /hour
Director / Group Manager / Practice Lead	$165 - 320 /hour
Technical Manager	$140 - 250 /hour
Project Manager	$150 - 250 /hour
Assistant Project Manager	$120 - 200 /hour
Landscape Architect	$140 - 230 /hour
Planner	$110 - 205 /hour
Project Engineer	$145 - 240 /hour
Graphics + Visualization	$125 - 140 /hour
Designer / Analyst / Design Tech	$110 - 180 /hour
Intern	$55 - 100 /hour
Administrative Services	$80 - 120 /hour
Construction Administrator / Observer	$115 - 225 /hour
Survey Technician	$95 - 125 /hour
2 Man Survey Crew	$165 - 185 /hour
3 Man Survey Crew	$200 - 225 /hour
UAS LiDAR Crew	$285 /hour
SUE Crew Member	$95 - 135 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	$3.60 /each	Oversize Mylar Sepia	$24.00 /each
Paper Reproductions	$2.40 /each	Mylar Sepia	$18.00 /each
Specifications	$0.12 /each	Paper Sepia	$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____

MCADAMS

Collection Schedule

- **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.

- **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.

- **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.

- **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.

- **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
  - Outline the services rendered and state the client's past due balance.
  - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
  - State the procedures for payment to remove halts and ratify current account status.

- **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.

- **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials: _____ Date: _____

MCADAMS

Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default:

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. Ownership of Instruments of Service:

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. Change Orders:

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. Assignment and Third Parties:

See modified contract document: attached.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. Survival:

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. Force Majeure:

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. Standard of Care:

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT**.

11. Limitation of Liability:

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to $50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. Waiver of Consequential Damages:

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. Safety:

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non- binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

McAdams
2100 South Tryon Street
Suite 400
Charlotte, NC 28203
704. 527. 0800

CYB25002.02

September 11, 2025

David Todd
Assistant City Manager
City of Brevard
95 West Main Street
Brevard, North Carolina 28712

RE: Modified Terms and Conditions
City of Brevard 2025 Stormwater Master Plan
Brevard, North Carolina
CYB25002.02

Dear David,

We are pleased to offer modified Terms + Conditions for the proposed City of Brevard 2025 Stormwater Master Plan project in Brevard, North Carolina.

Modifications to Terms + Conditions are as follows:

7. Assignment and Third Parties:

~~Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than~~ CLIENT and CONSULTANT, ~~and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole~~ and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights ~~under or interests~~ in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, ~~nothing contained herein shall prevent or restrict~~ CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to ~~assist in the~~ performance of services hereunder.

Amended:
Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be the sole property of the City. Such information, data, instruments, documents, studies, reports or deliverables will also be the sole property of the City and not the Engineer.

Client

Initials: _____ Date: _____

McAdams Representative

Initials: _____ Date: _____

McADAMS