Design Letter of Agreement
City of Brevard

Silversteen Park Pavilion, Hillview Street, May Collaborative, PLLC

This Agreement is made this 27th day of February 2026, by and between the City of Brevard hereinafter referred to as City, and May Collaborative, PLLC hereinafter referred to in this document as Designer.

Whereas City needs the services of a designer/planner for the **Silversteen Park Pavilion, located on Hillview Street.**

The designer/planner shall provide professional services for the project in accordance with the terms and conditions of this agreement.

Now, therefore, City and Designer, for the consideration hereinafter set forth, agree as follows:

A) The Designer will perform the tasks as outlined in the proposal letters dated December 18, 2025, for the **Silversteen Park Pavilion, Hillview Street** attached hereto as **Attachment A.**
B) Deliverables are to be, as described in the proposal included here as **Attachment A**.
C) The City will compensate the Designer in the amount of $42,700.000 for completion of the scope of work as defined in the proposal plus a Reimbursable Allowance of $1,000.00 for a total Design Agreement amount of **forty-three thousand seven hundred dollars ($43,700.00)** payable in mutually agreeable increments as the work progresses. Payments are not to exceed the stated values.
D) This work will be completed on or before 7/1/2026.
E) Records of the Designer's personnel, consultants, additional services, and reimbursable expenses pertaining to the project, and records of accounts between the City and the designer, shall be kept on a generally recognized accounting basis, and all such records shall be available to the City or his authorized representative at mutually convenient times.
F) All notes and other works developed in the performance of this agreement shall become the sole property of the City of Brevard. Any drawings developed as a result of this proposal shall become the property of the City of Brevard and shall be provided in both (.dwg) and (.pdf) formats.
G) The City may terminate this agreement for any reason upon ten (10) calendar days' written notice (delivered by certified mail, return receipt requested). 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. In event of termination, the

Designer shall receive payment for services rendered prior to the receipt of written termination notice from the City. Any work done by the Designer prior to termination shall become the property of the City and payment will be made commensurate with the level of work completed.

H) 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.

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

J) 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.

Designer:

Witness: _____ **By:** _____

Date: _____

City: City of Brevard

Witness: _____ **By:** _____
(Name and Title)

Date: _____

ATTACHMENT A

MAY COLLABORATIVE
ARCHITECTURE PLANNING

Outline of Services: Silversteen Park Pavilion, Hillview Street
Professional Design Services

David Todd
Assistant City Manager
City of Brevard
95 West Main Street
Brevard, NC 28712
e: David.Todd@cityofbrevard.com

December 18, 2025

Dear Mr. Todd,

Thank you for the opportunity to provide professional architectural and engineering design services for the Silversteen Park Pavilion. May Collaborative will provide schematic design through Permitting Services in support of the design based on the preliminary concept provided by the City of Brevard for an approximately 30'x40' pavilion with toilets and storage/mechanical room to be located on parcel PIN# 586-21-4208, approximately 0.240 acres, adjacent to the existing playground, on Hillview Street.

We understand the City is in the process of updating zoning regulations for Institutional Campus (IC) in regard to setbacks so that the proposed project is allowable by right per the City's Unified Development Ordinance. Since the proposed project area is located within the floodplain, the enclosed restrooms/storage area and all utilities will be flood-proofed or elevated a minimum of 2 feet above the base flood elevation. Our proposal includes scope of work for as-built/record drawings and surveying to obtain floodplain permit and no rise certification. The proposed timber and/or steel structural system will be designed to address resiliency and floodplain considerations. The Consultant will utilize an existing topographic survey completed by Cole Surveying & Design and prior soils report provided by S&ME, Inc. Procurement of the structure will be determined after completion of design and Opinion of Probable Construction Cost.

Sub-consultants to provide services as part of this contract include:

Civil Engineering:	High Country Engineering, PC
Surveying:	Cole Surveying & Design, PA
Floodplain:	Headwaters Engineering
Preconstruction Services/Budget:	Wheelhouse Builders
Structural Engineering:	Tamarack Grove Engineering
Electrical, Mechanical, Plumbing:	Bettac Engineering PLLC

May Collaborative PLLC offers the following scope of work as a means to capture the project goals.

A. *Existing Conditions and Schematic Design Phase:*

1. Visit site and document existing conditions.

2. Review zoning and other areas of regulations (floodplain, NCDOT, erosion control, etc.) Understand site constraints, consider accessibility, and serviceability in site/building layout. Review ordinances and building codes in relation to floodproofing requirements.

3. Prepare schematic design of site and building, including plan and elevations.

4. Develop a preliminary Opinion of Probable Construction Cost.

5. Design Review Meeting with City of Brevard staff and Rosenwald Committee.

B. *Design Development Phase:*

1. Prepare site plan, grading and stormwater drainage plan, and erosion control plan meeting regulatory requirements.

2. Coordinate floodplain design.

3. Define structural, mechanical, electrical and plumbing systems and required areas to accommodate equipment.

4. Refinement of building plans, elevations, and sections. Preliminary interior and exterior building materials to be defined.

5. Refine Opinion of Probable Construction Cost based on approved DD phase drawings.

6. Design Review Meeting with City of Brevard staff and Rosenwald Committee.

C. *Construction Documents Phase:*

1. Design Development Phase documents will be refined to provide the necessary drawings and details required for permitting and construction.

2. Construction drawings to include:
    a. Site and utlility plan
    b. Grading and stormwater plan
    c. Appendix B and life safety plan
    d. Architectural plan, elevations, roof plan, interior elevations, sections, details and schedules
    e. Structural foundation, timber framing plans, details, and sections.
    f. Electrical power plans to include: electrical single line and panel schedules, conduit and cable sizing, and load calculations.

g. Electrical site/floor plan detailing receptacle placement, electrical service entrance panel and electrical disconnect locations.
h. Plumbing/mechanical plans and details
i. Specifications to be provided on drawing sheets

3. Update Opinion of Probable Construction Cost based on final design.

4. Attend City Council Meeting to present Final Plan and Budget.

D. Permitting Assistance:

1. Prepare and coordinate required permit applications and design manuals as required by permitting authorities listed below.

2. Submit plans and permit applications to the following permitting authorities:
   a. City of Brevard Zoning Review
   b. City of Brevard Floodplain Review
   c. Transylvania County Building and Enforcement (preliminary review only, Permits to be obtained by selected General Contractor)

3. Address comments from each permit authority and obtain permits.

E. Construction Observation (Civil):

1. Perform several required inspections of site, stormwater and erosion control construction to verify compliance with permit and design plans.

2. Incidental field data collection for verification of existing utility information, topographic information, and existing project features.

3. Meetings (in excess of those listed above) and other requests will be billed as time and materials expense (T&M expense).

F. As-built / Record Drawings

1. Prepare Record Drawings or closeout forms of City of Brevard Floodplain Review

2. Coordinate Headwaters & Cole Surveying for elevation certificates and floodplain permit.

3. Submit and obtain approval for required record drawings.

4. Provide Operations plan, Inspections and Maintenance plan for flood-proofed facilities as required per City of Brevard Flood Ordinance.

Exclusions to the above scope of work:

1. Permit fees
2. Reproduction costs
3. No rezoning, TRC, special use permit, conditional use permit or Planning Board hearings are included for the completion of the proposed project.
4. Assistance with bidding, evaluation of bids, contractor selection, or review & approval of alternate items. Procurement method assume to be informal bidding by City of Brevard.
5. Construction Administration Services other than those required for site and floodplain compliance. These may be added as required by procurement method.

To be provided by Client:

1. City of Brevard to authorize Cole Surveying & Design to release CAD survey files.
2. Special equipment, furnishings specifications and details, if required
3. Other programmatic requirements and details not currently identified in this scope of work.

FEE SCHEDULE

Description		**Fee**
A. Existing Conditions and Schematic Design Phase		$7,300.00
B. Design Development Phase		$12,200.00
C. Construction Documents		$12,300.00
D. Permitting Assistance		$2,900.00
E. As-Built/Record Drawings		$8,000.00
Total (Fixed Fee)		**$42,700.00**
Construction Observation (Civil – required) Serviced to be billed T&M)	$2,100	
Reimbursable Expenses (allowance)	$1,000	

COMPENSATION

Compensation for Basic Services for this project shall be a stipulated fixed sum of **Forty-two Thousand Seven Hundred Dollars** based on the project Scope of Service outlined herein.

Reimbursable costs include, but are not limited to large prints, copies, additional consultant fees, etc. Reimbursable Expenses identified in proposal are estimations. Actual costs to be billed at time and rate as incurred plus ten percent.

TERMS OF SERVICE

The following items are the basic conditions under which the Consultant will contract the services outlined in this proposal. The scope of work has been developed based on previous discussions and understanding of the project needs but may be modified at the request of the Client.

Schedule

The Consultant is available to begin work within two weeks of acceptance of the proposal. This proposal is valid for 30 days from date of preparation. Completion of Construction Documents is estimated to be within 16 weeks, dependent upon responsiveness of City of Brevard staff approval at each phase, Rosenwald Committee meeting schedule, and City Council meeting agenda and schedule.

Payments

Invoices for Consultant's services will be submitted on a monthly basis or at completion of project phases and forwarded to the Client for payment. Payment on all invoices is due upon receipt and subject to a one percent (1%) service charge per month for all balances unpaid after thirty (30) days.

Instruments of Service

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

Except for any use associated with this project, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and sub Architects (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the Documents by the Client or any person or entity that acquires or obtains Documents from or through the Client without the written authorization of the Architect.

May Collaborative will retain electronic records of Instruments of Service for a period not to exceed six years from the date of completion of the project. Instruments of Service include proposals, contracts, feasibility studies, preliminary design, construction documents, and technical specifications.

Other Services / Changes in Services

Services in addition to those outlined in this proposal and changes to the initial scope of work requested by the Client will be considered Additional Services and billed at the Consultant's standard hourly rate or as negotiated for specific scope of work with the Client.

If there are questions about the proposal, please ask. The purpose of this is to capture as much of our understanding of the project prior to its development. You may contact me by phone, 828.866.3104 or email, melanie@designwithmay.com.

Sincerely,

Melanie Spreen

Melanie Spreen, RA

This proposal shall serve as the Agreement for Services between the Client and Consultant.

Proposal by:	Consultant:	May Collaborative PLLC
	Date:	December 18, 2025
	Address:	170 South Broad Street, Suite #2B Brevard, NC 28712

Accepted by:

_____
Client - Signature

_____
Client - Printed Name

_____
Organization

_____
Address

_____
Date