



***Hendersonville Project #21012  
Engineering Services Agreement  
Amendment #2***

City of Hendersonville  
Water & Sewer Department  
305 Williams Street  
Hendersonville, NC 28792

Re: Professional Services for  
City of Hendersonville – Fleetwood Water Improvements

ATTN: Mr. Adam Steurer, Utilities Engineer

The City of Hendersonville intends to construct improvements to the water system serving the Fleetwood Condominiums, located in Laurel Park, NC. Summit Engineering Group of NC, Inc. (hereinafter called the ENGINEER) hereby agrees to serve as consulting engineer for the City of Hendersonville, (hereinafter called the OWNER), in the performance of engineering services as hereinafter described, all as related to the "Fleetwood Water Improvements, (hereinafter called the PROJECT).

This service agreement is the second amendment to the previous agreement between the City of Hendersonville and Summit Engineering Group of NC, Inc., signed March 7, 2023 (Hendersonville Project #21012). Funds associated with the previous agreements have been expended due the following:

- Original Professional Services Agreement – permitting and zoning issues
- Amendment #1 – higher level of construction administration services than anticipated

This Agreement is intended to continue the project through construction and close-out and is based on an additional 6-month of construction.

**I. Project Description**

- A. The proposed water system improvements project will involve the construction of the following:
1. Installation of approximately 800 linear feet of 12-inch DIP water line
  2. Installation of approximately 900 linear feet of 8-inch DIP water line
  3. Construction of a new pump station in accordance with the City's standards

**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 engineering services incident thereto.
  3. Consult with the OWNER and other parties as necessary to ascertain any particular 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. Comply with all state and federal requirements associated with this project.

6. Coordinate project activities as required with representatives of the North Carolina Department of Environmental Quality (NCDEQ), the Town of Laurel Park, City of Hendersonville, Fleetwood Condo HOA, and other regulatory agencies as necessary.

**IV. Basic Services – Construction Administration and Periodic Observations of Construction to be Provided by the ENGINEER**

- A. The ENGINEER shall provide the following basic construction administration and observation of construction services:
1. Upon authorization to award the construction contract, prepare and coordinate the completion and execution of all contract documents.
  2. Schedule and conduct a pre-construction conference.
  3. Review all shop drawings, project schedules, etc. to ensure compliance with Contract Documents.
  4. Schedule and conduct monthly project progress meetings, if required.
  5. Review and approve payment requests during progress and completion of the work.
  6. Prepare and process all necessary change orders.
  7. Provide periodic inspection / observation services during construction of the work to ascertain the progress of the work and to ensure general compliance with the contract documents. Fee schedule based on 1 site visit per week during the construction period (6 months).
  8. Upon notification by the contractor that he is substantially complete, perform an inspection to verify that substantial completion has been achieved.
  9. Prepare and provide the contractor with a final punch list of work to be completed prior to final acceptance of the work.
  10. Provide engineering certification(s) to NCDEQ and attend any necessary inspections with representatives of NCDEQ to gain approval to place improvements into operation. Provide NCDEQ with any follow-up information required prior to issuance of any Permits to Operate.

**V. Basic Services – Project Completion and Close-Out Services:**

- A. The ENGINEER shall provide the following basic project completion and close-out services:
1. Based on as-built drawings provided by the contractor, prepare final record drawings and provide the OWNER with three (3) hard copies and one (1) electronic copy in PDF format.
  2. Provide final engineering certification to NCDEQ and attend any necessary inspections with representatives of NCDEQ to gain final approval of the work. Provide NCDEQ with follow-up information as required prior to issuance of final Permit to Operate.
  3. Arrange for final inspections with appropriate representatives of the contractor, the OWNER, NCDEQ, NCDOT and other appropriate parties.
  4. Provide related engineering services necessary to complete the project as required by OWNER.

**VI. Project Schedule for Performance of Basic Engineering Services**

A. The anticipated project schedule in accordance with the grant application is as follows:

Milestone / Task Description		Planned Completion Date (On or Before)
1.	Construction Bid Opening	August 10, 2023
2.	Construction Start	October 1, 2023
3.	Construction Completion	March 28, 2025
4.	Project Completion and Close-Out Services	May 27, 2025

**VII. Services or Fees to be Provided by the OWNER**

A. The OWNER shall provide, at a minimum, the following services:

1. The OWNER shall pay all necessary application and/or permit fees.
2. The OWNER shall authorize additional engineering service fees.

**VIII. Special or Additional Services**

A. The following services shall be considered "Special or Additional Services":

1. Structural engineering services to be performed if building modifications are required. These services shall be provided under additional services.
2. Easement plats, if required, shall be prepared under additional services.
3. Other services as requested by the OWNER and not specifically provided for herein.

Note: Special or additional services shall not be performed unless so authorized by the OWNER in writing prior to performance of the service. An email may be utilized for such authorization.

**IX. Compensation and Schedule of Payments**

A. The OWNER shall compensate the ENGINEER for his services under this Agreement based on time and materials not to exceed the **total fee** shown below, in accordance with the following:

No.	Service Description	Payment / Fee
2.	Basic Construction Management Services	\$ 40,000.00
3.	Project Close-Out Services	\$ 5,000.00
<b>TOTAL FEE</b>		<b>\$ 45,000.00</b>

No.	Additional Service Description	Payment / Fee
1.	Structural Engineering	TBD
2.	Preparation of Easements	TBD

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

No.	Services	Payment / Fee
1.	All Professional Services	Monthly, Based on Manhours + Expenses
2.	Sub-Consultants	Monthly Based on Actual Invoice from Sub-consultant (no markup)
3.	Reimbursable Expenses and Permitting Fees	Monthly, Actual Costs of Expenses, Fees, and Mileage
4.	Additional Services (any service outside of those expressly identified above)	Monthly, Based on Manhours + Expenses

- 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. Authorized additional engineering services and fees shall be billed monthly based on the ENGINEER'S hourly rate schedule in effect at the time of the billing.

**X. Amendment Execution**

This Agreement formally entered into and agreed upon on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SUMMIT ENGINEERING GROUP, INC.**

ATTEST:

By:



Alvin Fuller, Jr.

Senior Vice President

**City of Hendersonville**

ATTEST:

By:

Adam Steurer

Utilities Director

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

Schedule 23A

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

<b>Employee Classification</b>	<b>Rate per Hour</b>
Principal	\$190.00
Senior Project Manager	\$185.00
Project Manager	\$165.00
Electrical Designer	\$175.00
Senior Project Engineer	\$160.00
Project Engineer II	\$145.00
Project Engineer I	\$130.00
Design Technician	\$125.00
Engineering Associate II	\$130.00
Engineering Associate I	\$105.00
Project Representative III	\$115.00
Project Representative II	\$105.00
Project Representative I	\$95.00
CADD III	\$100.00
CADD II	\$95.00
CADD I	\$85.00
Administrative Services	\$80.00

**Survey and GIS Services**

Surveying Manager	\$140.00
Instrument Operator	\$95.00
GIS Analyst/Programmer	\$140.00
GIS Specialist	\$135.00
GIS Technician	\$90.00
Rodman	\$80.00

**Equipment & Materials**

GIS Survey Station	\$110.00 per calendar day
Topcon Robotic Total Station	\$110.00 per calendar day
Digital Hydrant Mounted Pressure Recorder	\$15.00 per calendar day
Four-Wheeler	\$50.00 per calendar day
Smoke Machine	\$230.00 per calendar day
Smoke Bombs	\$250 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 ninety percent

Effective Dates: January 1, 2023 to June 30, 2023

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

Issued: 1-1-2023