# SUMMERING GROUP INC.

### SCOPE OF SERVICES

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 improvements to the water system serving the Fleetwood Condominiums, located in Laurel Park, NC. The purpose of this project is to rehabilitate the dated and undersized pump station serving said community. When completed the project will provide improved water pressure and quality to the Fleetwood Community, as well as provide sufficient floe in the event of a fire demand. 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).

The ENGINEER proposes to assist and advise the OWNER as specifically set forth below. The services to be performed by the ENGINEER under this Agreement are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights or create any duties on the part of the ENGINEER toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

### 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. Rehabilitation of an existing hydropneumatics pump station, including installation of high service pumps,
  - Or construction of a new pump station in accordance with the City's standards, should this alternative be selected

#### 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.
  - 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.

### III. Basic Engineering Preliminary Investigation/Design Services to be Provided by the ENGINEER

- A. The ENGINEER shall provide the following basic design services:
  - 1. Conduct a kick-off meeting to discuss project goals and schedule; establish lines of communication; and perform site visit to identify and discuss challenges
  - 2. Initiate utility-locate requests in the project area (811)
  - 3. Identify existing utilities in the project area
  - 4. Identify availability of 3-Phase power
  - 5. Determine the required demand and pressure for fire protection
  - 6. Review previous model work and work with Hazen to ensure desired results
  - 7. Preliminary selection of pumps (particularly high-service pumps) and evaluate the existing building's ability to house the proposed pumps and piping
  - 8. Determine method of providing temporary water service during construction
  - 9. Facilitate a decision-work shop to finalize project scope (water main route, pump station improvements, etc.)

### III. Basic Engineering Design Services to be Provided by the ENGINEER

- A. The ENGINEER shall provide the following basic design services:
  - 1. Perform subsurface investigation (Geotechnical Sub-consultant shall prepare soil borings along proposed project route)
  - 2. Perform the final survey for design
  - 3. Finalize pump selection (correspond with pump supplier(s))
  - 4. Prepare final design drawings for construction of the proposed water system improvements
  - 5. SCADA and electrical engineering designs (Correspond with the City's SCADA integration Contractor regarding the City's SCADA system)
  - 6. Prepare an arc flash study to enhance safety at the pump station and determine the level of personal protective equipment required at the site.
  - 7. Prepare general and technical specifications using the City's Standard Pump Stations Specifications and Details.
  - 8. Provide copies of design drawings and specifications in electronic format (pdf) to OWNER for review / comment / approval during various stages of the design process (30%, 60%, 90%, 100%)
  - 9. Meet with OWNER personnel to address concerns; make revisions as necessary to drawings and/or specifications.
  - 10. The ENGINEER shall prepare and provide the OWNER with a project cost estimate based on the approved final design drawings.

### IV. Basic Services – Regulatory / Permitting to be Provided by the ENGINEER

- A. The ENGINEER shall provide the following basic regulatory / permitting services:
  - 1. Prepare and submit application package(s) to NCDEQ to secure Permit to Construct for the water system improvements.
  - 2. Prepare and submit encroachment permit applications to Laurel Park for work in Town-maintained rights-of-way.

### V. Basic Services - Bidding Process to be Provided by the ENGINEER

- A. The ENGINEER shall provide the following formal bidding process services:
  - 1. Prepare Construction Contract / Bid Documents and obtain approval from OWNER to advertise the project for construction bids.
  - 2. Coordinate the insertion of an advertisement or invitation to bid on Quest CDN. Notification of the advertisement or invitation to bid will also be sent to area contractors who might be interested in performing work under the proposed project.
  - 3. During the bid advertisement / invitation period, provide necessary information to satisfactorily resolve any questions which might arise from potential bidders or equipment / material suppliers.
  - 4. Conduct the bid opening, review and tabulate all bids received and review the qualifications of any bidder, if deemed appropriate.
  - 5. Provide a Recommendation of Award to the Owner.

### VI. <u>Basic Services – Construction Administration and Periodic Observations of Construction to be</u> <u>Provided by the ENGINEER</u>

- 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 2 site visits 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.

### VII. <u>Basic Services – Project Completion and Close-Out Services:</u>

- 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.

### VIII. 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.	Notice to Proceed from Hendersonville	March 15, 2022
2.	Completion of Preliminary Investigation	April 15, 2022
3.	Completion of Basic Design Services	July 1, 2022
4.	Completion of Regulatory Permitting Process	August 1, 2022
5.	Construction Bid Opening	October 15, 2022
6.	Construction Start	December 1, 2022
7.	Construction Completion	June 1, 2023
8.	Project Completion and Close-Out Services	July 1, 2023

### IX. 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.

### X. <u>Special or Additional Services</u>

- 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.

### XI. Compensation and Schedule of Payments

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

No.	Service Description	Payment / Fee
1.	Preliminary Investigation / Design	\$ 7,500.00
2.	Basic Design Services	\$ 55,500.00
3.	Basic Regulatory Permitting Services	\$ 5,000.00
4.	Basic Bidding Services	\$ 5,000.00
5.	Basic Construction Management Services	\$ 45,000.00
6.	Project Close-Out Services	\$ 5,000.00
TOTAL FEE \$ 123,00		\$ 123,000.00

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.

Thank you for the opportunity to provide professional services to your organization. Feel free to contact me if you have any questions regarding this scope of services and fee schedule.

Sincerely.

Alvin Fuller Jr., PE

Sr. Vice President

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

Schedule 20A

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Employee Classification	<u>Rate per Hour</u>
Principal	\$170.00
Senior Project Manager	\$160.00
Project Manager	\$145.00
Electrical Designer	\$150.00
Senior Project Engineer	\$140.00
Project Engineer II	\$125.00
Project Engineer I	\$115.00
Engineering Associate	\$110.00
Design Technician	\$105.00
Project Representative III	\$105.00
Project Representative II	\$95.00
Project Representative I	\$85.00
CADD III	\$90.00
CADD II	\$85.00
CADD I	\$75.00
Administrative Services	\$65.00

Survey and GIS Services

Daivey and Glober vices	
Surveying Manager	\$110.00
Survey Crew Chief	\$95.00
Instrument Operator	\$85.00
GIS Analyst/Programmer	\$115.00
GIS Specialist	\$110.00
GIS Technician	\$85.00
Rodman	\$65.00

**Equipment & Materials** 

GIS Survey Station	\$50.00 per calendar day
Topcon Robotic Total Station	\$50.00 per calendar day
Digital Hydrant Mounted Pressure Recorder	\$10.00 per calendar day
Four-Wheeler	\$50.00 per calendar day
Smoke Machine	\$200.00 per calendar day
Smoke Bombs	\$200 per case (minimum 1 case)

Other

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

Issued: 1-1-2020