

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: October 1, 2018

SUBJECT: **Engineering Agreement with McGill Associates
Kunz Farm Park Project**

PRESENTER: Marcus Jones, P. E.

ATTACHMENTS: Yes
1. Proposed Agreement with McGill Associates

SUMMARY OF REQUEST:

With the selection of McGill Associates as the most qualified responding Engineer for the Kunz Farm Park Project during the Board's August 6, 2018 meeting, staff has negotiated a proposed agreement with McGill for \$24,100, attached. The scope of services is to perform the hydraulic analysis required to construct a pedestrian bridge over the French Board River between Westfeldt and Kunz Farm Parks. This analysis will allow McGill to provide an accurate estimate of the bridges impact on the project's budget and ultimately, the feasibility of accessing Kunz Farm Park via a pedestrian bridge.

BOARD ACTION REQUESTED:

Authorize the County Engineer to execute the proposed Kunz Farm Park agreement with McGill Associates for \$24,100.

Suggested Motion:

I move that the Board authorize the County Engineer to execute the proposed Kunz Farm Park agreement with McGill Associates for \$24,100.



August 23, 2018

Mr. Marcus Jones, PE
Director of Engineering – Henderson County
1 Historic Courthouse Square, Suite C
Hendersonville, North Carolina 28792

RE: Proposal for Engineering Services
Kunz Farm Park Project
Henderson County, North Carolina

Dear Mr. Jones,

Thank you for requesting McGill Associates (McGill) to provide this proposal to assist Henderson County (County) with the design and permitting of the Kuntz Farm Park project. The following is a breakdown of our proposed scope of services:

INTRODUCTION

As discussed in our response to the County's RFQ, there are several initial steps to complete prior to preparation of the full scope of services for this project. These include meetings with County staff and regulatory agencies, development of a conceptual plan, performing preliminary analysis and an alternatives evaluation. Once a final design alternative is selected a Park Master Plan will be developed and submitted to the County for approval. This will include identification of development phases for the project which are anticipated to include Final Design, Permitting, Bidding and Construction Phase Services. The following tasks are provided as Phase 1 for this project under the Terms and Conditions noted at the end of this document.

SCOPE OF SERVICES

McGill will perform the following tasks:

Task 1 – Kickoff Meeting (Lump Sum):

- A. McGill will meet with County representatives to thoroughly discuss the goals and objectives of the project, including any specific requirements relative to the Kunz Farm property. Outcomes of this meeting include: clearly identifying the primary contact for the County and the McGill design team, identify all Authorities Having Jurisdiction (AHJ) and discuss the permits required to implement the project.

Task 2 – Conceptual Plan Development (Lump Sum):

- A. McGill will develop a conceptual layout for the desired pedestrian bridge option and additional parking.
- B. McGill will arrange initial contact with all AHJ and identify issues of concern regarding

- the proposed project. These agencies are anticipated to include the USACE, NCDEQ, Henderson County Floodplain Administrator and NCFMP.
- C. McGill will request and/or obtain agency information pertinent to the planning of this project. This is anticipated to include:
 - a. The effective FIRM model and map geodatabase information from NCFMP for this segment of the French Broad River.
 - b. Regulatory and jurisdictional database information - National wetlands inventory, endangered species inventory, and the state and national historical site registry.
 - D. Based on input from the AHJ, McGill will modify the conceptual plan accordingly, with concurrence with the County.

Task 3 – Preliminary Analysis (Hourly, Maximum not to exceed):

- A. Once the conceptual plan is initially vetted, McGill will prepare a preliminary hydraulic model to determine the impact that the proposed project may have on the base flood elevation of the French Broad River.
- B. McGill will also evaluate the database information obtained from the various agency sites to determine other permitting constraints such as endangered species or the presence of historical resources.
- C. Based on the results of this initial hydraulic analysis, McGill will determine the likelihood of being able to provide a No Rise Certification for the proposed improvements or the steps required to pursue floodplain impact permitting.
- D. Based on outcome of the above investigations McGill will develop a preliminary project cost and schedule for discussion with the County to determine if the project is within budget, or if other alternatives should be explored based on budget considerations.
- E. Present initial conceptual plan and findings from the preliminary hydraulic analyses to the Parks and Recreation Board and the County Board of Commissioners.

Task 4 – Alternatives Evaluation (Optional, Lump Sum):

- F. If requested by the County, McGill will evaluate other alternatives for gaining access to the Kunz Farm Park property, in lieu of installing a pedestrian bridge near Westfeldt Park. Outcomes are anticipated to include up to 2 revised concept plans with budget and schedules for evaluation by the County.
- G. McGill will attend a final meeting with County staff to discuss the results of the alternatives evaluation (if requested by the County) and address questions on alternatives to the initial conceptual plan.

PROPOSED FEE

We anticipate providing the above services at the following fees:

Task 1 – Kickoff Meeting	\$ 600.00
Task 2 - Concept Plan Development	\$ 4,900.00
Task 3 - Preliminary Analysis	\$ 14,700.00
Task 4 - Alternatives Evaluation (Optional)	\$ 3,900.00
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Total Fee	\$ 24,100.00

The above fees do not include application or approval fees (which should be paid directly by Owner).

PROPOSED SCHEDULE

We anticipate providing the above services on the following schedule. As some of the tasks rely on participation of third parties the actual schedule of events may vary.

Award of Contract	Sept. 20, 2018
Kickoff Meeting	Sept. 21, 2018
Conceptual Plan Development	Sept. 24, 2018 – Oct. 12, 2018
Preliminary Analysis	Oct. 15, 2018 – Nov. 9, 2018
Alternatives Evaluation (Optional)	Nov. 12, 2018 – Dec. 7, 2018

ASSUMPTIONS

This proposal assumes the following:

1. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested.
2. Permit fees are not included in the above proposed fees and should be paid directly by Owner.
3. Topographic survey for design are not included in the above scope of services.
4. Geotechnical services for design are not included in the above scope of services.
5. Drawing sets will be provided as necessary for agency approval and permitting. Final approved drawings will be provided to your office in .pdf format. Hard copies for printing will be billed as a separate reimbursable expense upon request.
6. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.

7. Services for tasks other than those specifically detailed above are not included in the above fees.

Thank you for the opportunity to work with you on this project. If you have any questions concerning this proposal or any element of our work, please do not hesitate to contact me. If the above is acceptable to you, please sign and return the attached Consulting Services Agreement along with this letter to our office as your notice to proceed.

Sincerely,
McGILL ASSOCIATES, P.A.



BEN CATHEY, PE
Senior Project Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule

cc: Mark Cathey, PE, McGill Associates, PA (via email)

ACCEPTED:

Name: _____

Title: _____

Date: _____

CONSULTING SERVICES AGREEMENT

This contract entered into this **23rd day of August, 2018** by and between **Henderson County** hereinafter called the Client, and McGill Associates,

P.A.; Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provided said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the letter dated **August 23, 2018**, to this Agreement, hereinafter called services. Additional services will be provided at the Client's request.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. McGill Associates will reperform any services not meeting this standard without additional compensation.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement, including Task Orders executed by both parties.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the letter dated **August 23, 2018**, attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, McGill

Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000, whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Proposal for Engineering Services or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Proposal letter dated August 23, 2018
2. Basic Fee Schedule

Client Name: Henderson County
Authorized Signature:

Authorized Name: Marcus Jones, PE
Address: 1 Historic Courthouse Square
City/State/Zip: Hendersonville, NC 28792

McGill Associates, P.A.



McGill Representative Name: Ben Cathey
Title: Senior Project Manager
55 Broad Street, Asheville, North Carolina 28801



BASIC FEE SCHEDULE

August 2018

PROFESSIONAL FEES

Current Rate

Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00

Mechanical Engineering Technician III	\$110.00
CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.