

REQUEST FOR BOARD ACTION
HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: September 2, 2025

SUBJECT: Service Contract – Etowah Sewer

PRESENTER: Marcus Jones, P. E., County Engineer

ATTACHMENTS: Yes
1. Agreement for Professional Services, WithersRavenel, Inc.

SUMMARY OF REQUEST:

On June 2, 2025, the Board approved the selection of WithersRavenel, Inc. (WR) to perform services utilizing the Asset Inventory and Assessment (AIA) Grant for the Etowah Sewer System. Staff have negotiated the proposed service agreement with WR for \$177,000.

On August 20, 2025, the Board approved a resolution for AIA Grant Acceptance. The \$150,000 funding from this grant, along with \$27,000 from the Etowah Sewer System budget will cover the cost of this contract.

BOARD ACTION REQUESTED:

The Board is requested to authorize the County Engineer to execute the proposed agreement with WithersRavenel, INC for \$177,000.

Suggested Motion:

I move the Board authorize the County Engineer to execute the proposed agreement with WithersRavenel, INC for \$177,000.



August 13, 2025

Marcus Jones, County Engineer
Henderson County
1 Historic Courthouse Square
Hendersonville, NC 28792

**RE: Agreement for Professional Services
Etowah Sewer AIA Engineering Project
Hendersonville, North Carolina
WR Project No. 25-0415**

Dear Mr. Jones,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Casey Dolan
Project Manager, Funding and Asset Management
cdolan@withersravenel.com
Ph. 919.469.3340 | Direct. 919.579.6811

Attachment:
Agreement for Professional Services

115 Mackenan Drive | Cary, NC 27511

t: 919.469.3340 | www.withersravenel.com | License No. F-1479

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Powells Point | Raleigh | Southern Pines | Wilmington

Henderson County Hendersonville, North Carolina Agreement for Professional Services Etowah Sewer AIA Engineering

A. Preliminary Matters

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Henderson County and formalize an agreement for the implementation and logistics for these services.

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Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Henderson County shall be known as the "Client" or "County".
2. WithersRavenel shall be known as the "Consultant".
3. The property and overall project shall be known as the "Project".
4. The executed agreement shall be known as the "Agreement".
5. The Capital Improvement Plan shall be known as "CIP".
6. Asset Inventory and Assessment shall be known as "AIA".
7. The Asset Management Plan shall be known as "AMP".
8. Geographic Information System shall be known as "GIS".
9. Division of Water Infrastructure shall be known as "DWI".
10. North Carolina Department of Environmental Quality shall be known as "NCDEQ".

The Client is a recipient of a DWI Asset Inventory and Assessment (AIA) grant for the October 2024 Funding Cycle (DWI Project Number AIA-W-0335). AIA grants are authorized by NC Session Law 2015-241 in the changes made to NCGS 159G. The purpose of the grants is to encourage water and wastewater utilities to become more viable and more proactive in the management and financing of their systems.

A local match is required based on how Local Government Unit indicators of percent population change, poverty rate, median household income (MHI), percent unemployment, and property valuation per capita compare with the State benchmarks. For this grant, the match is 20%.

B. Project Description

The project consists of updating the County's Sewer Asset Management Plan with the following included in the scope of work:

1. Data Acquisition, Assessment, and Database Design
2. System Mapping to include GPS Location and GIS Data Attribute Population
3. Develop Asset Management Plan (AMP) with 10-Year Capital Improvement Plan (CIP)
4. Financial Analysis and Rate Study

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below.

| Task | Task Duration (months) | Contract Duration (Months) from Notice to Proceed | Estimated Start Date | Estimated End Date |
|-----------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------|----------------------|--------------------|
| Form project team, Schedule Kick off, and Begin Records Review | 1 | 1 | Sep-25 | Sep-25 |
| Data Acquisition, Assessment, and Database Design | 2 | 3 | Oct-25 | Nov-25 |
| Complete GPS Data Collection and Data Attribution, System Map Books, GIS Database Deliverable | 7 | 10 | Dec-25 | Jun-26 |
| Risk Analysis, Capital Improvement Plan Development, Rate Study | 5 | 15 | Jul-26 | Nov-26 |
| Draft Asset Management Plan | 3 | 16 | Oct-26 | Dec-26 |
| Final Asset Management Plan, Board Presentation, Project Closeout | 2 | 18 | Jan-27 | Feb-27 |
| Project Closeout | 1 | 19 | Mar-27 | March-27 |

1. From the above and factoring in variability in the approval process and weather, it is estimated the total project timeframe for the Scope of Services to be 18-19 Months with 60 days of contingency included.
2. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
3. Certain tasks, such as reviews and approvals, are performed by third parties (state, federal, or other non-client related reviews, or client representatives such as other consultants), including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

D. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Project Management & Funding Administration

A. Project related Consultant Activities:

1. Services for the overall management and administration of the Project including any internal and external coordination and general administration duties.
2. Identify key team members, schedule, and attend a project kick-off meeting to introduce the Team to the Client and establish the Project communication channels between the Client and Consultant.
3. Conduct and coordinate activities related to project scope, budget, schedule, quality assurance, and quality control as well as correspondence related to data collection and submittals.
4. Keep the Client advised of the progress of the project activities. This includes scheduling and attending monthly meetings/workshops and consultations with the Client and submitting monthly progress reports.
5. DWI Compliance:
 - a. Maintain monthly project progress reports and meeting minutes as well as any electronic files of project presentation slides to the Client and the Division of Water Infrastructure (DWI);
 - b. Prepare all project tasks and deliverables in compliance with the Division of Water Infrastructure’s Utility Asset Assessment Guidance;
 - c. Submit all project deliverables such as GIS mapping shape files, draft AMPs, and final AMPs to DWI for approval.

B. Grant related:

1. Attend the Project kick-off meeting to review grant requirements.
2. Attend monthly progress meetings as needed.
3. Review appropriate State guidelines applicable to this Project.
4. Prepare preliminary paperwork needed to submit initial reimbursement for the Project for the Client to review and execute. Submit to NCDWI.
5. Assist the Client Finance Officer in keeping necessary files and documentation.
6. Function as a liaison as required between the Client and DWI.
7. Assist the Client in closeout procedures and paperwork.
8. Provide guidance to Client with gaining access to NC DWI EBS Portal which is required to submit reimbursements for the Project.
9. Create “Claims” (i.e., requisition/reimbursement payment requests) and compile necessary supporting documentation for the client to review and submit through NC DWI EBS Portal for submission to North Carolina Department of Environmental Quality (NCDEQ)’s Division of Water Infrastructure (DWI).

Task 2 - Data Acquisition, Assessment, and Database Design

- A. Data Acquisition and Assessment: Compile and review available documentation of the collection system including previously collected GIS data, assessment data, and previous studies to learn more about the system, its history, and work that has been performed.
- B. Scan-linking and Data Creation: Consultant will scan-link up to 150 as-builts drawings provided by the Client. Utility related assets from the drawings will be heads-up digitized in GIS and stored into a newly designed file geodatabase. Any asset information within the drawings that pertains to these assets, such as pipe size, material, inverts elevation, and installation date, will be added to the GIS data. This effort will focus on the data points that pertain to the project scope only.
- C. Data Gap Analysis: Consultant will analyze compiled existing data and identify data gaps and facilitate the necessary fieldwork and data gathering related to the Project.
- D. Database Design: Design and implement a file geodatabase using industry standards in database design. The database will house all the sewer GIS data. The intention is to use the industry standard ESRI Sewer Utilities Database.
- E. Migrate the existing GIS database into the newly designed GIS database.

Task 3 - System Mapping to include GPS Location and GIS Data Attribute Population

- A. Fieldwork Data Collection:
 - 1. The Consultant will GPS locate and assess up to 125 Sewer manholes within the jurisdictional boundary. The focus areas will be identified by the Consultant in coordination with Client staff prior to commencing field operations. It is estimated that a maximum of 10% or 12 manholes will require more coordination and field time necessary to enable capturing information, such as coordination of traffic control or removal of bolted manhole tops. The Consultant will actively communicate with the Client on any related site constraints.
 - 2. The Consultant will load located wastewater sewer structures into the new GIS database. Those structures will be assessed in the field by pulling lids and obtaining invert measurements to populate the GIS attribute table. In addition, the Consultant will verify pipe connectivity and identify possible visible issues that require immediate attention by the Client. The Consultant will verify and collect attribute information for pipe diameter, pipe material, inverts, type, and overall structure condition visible from outside the structure. Client is responsible for un-bolting manholes and providing access to Consultant as needed.
 - 3. The Consultant will take photos of the inventoried structures and an inside photo using a 360-degree panoramic camera when accessible. These photos will be embedded in the GIS data.
 - 4. At the conclusion of the field GPS location and data attribution tasks, Consultant will integrate the data with the existing GIS to represent the newly collected information. This will include a quality assurance/quality control review by staff, and field crews will revisit any areas identified from the quality assurance/quality control process that are flagged.
 - 5. It is to be noted that the budget has been created with the assumption of no more than fifteen (15) days of onsite two-person field crew for GPS and the associated office time to help inform the Task. The Client may elect to have additional structures collected at the per feature cost for location and assessment. Approval and notification by the Client for the location and assessment of additional structures will need to be sent to the Consultant in writing.

B. Sewer Connectivity and System Map Book Reviews:

1. Consultant will utilize the GPS located utility features, field observations, record drawings, and staff input to connect the sewer line utility.
2. The Consultant shall facilitate a one (1), 2-hour, in-person system map book review exercise with County staff to support the identification and correction of missing or incomplete asset data, such as pipe size, materials or installation year, within the GIS system. This exercise will be limited to one (1) round of review and revisions.

Note: If the Client provides additional GIS data markups or updates after completion of the system map book review, revisions, and final mapping deliverables, the Consultant shall submit a written scope, estimated hours, and not-to-exceed fee proposal for incorporating the new data. No work shall proceed without prior written authorization from the Client. Any such work, if approved, shall be billed under Additional Services and limited to the approved scope and fee. If no pre-authorized budget allowance is available, the Client reserves the right to defer or deny the additional work. Consultant shall not bill for any post-delivery updates without explicit written approval of both scope and cost.

C. GIS Mapping Deliverable:

1. GIS data will be delivered in a file geodatabase format that could be readily accessible and usable by the Client.
2. The Consultant will also assist with publishing data to the Client's ArcGIS Online Account (if applicable) for web access. The Consultant will coordinate with the Client for access to the Client's ArcGIS Online Account to upload the GIS data. The Consultant will provide copies of all photographs and scanned records to the Client in a mutually acceptable format.
3. Deliverable: ESRI Geodatabase file.

Task 4 - Develop an Asset Management Plan

A. Risk/Condition Analysis and Capital Improvement Plan Development:

1. The Consultant will prepare a preliminary list of capital projects for inclusion in a 10-year Capital Improvement Plan (CIP), based on the following:
 - a. State of System Analysis - Based on the information gathered through GPS/GIS collection (Tasks 2 and 3), an analysis of predictive deterioration and failure will be performed to the extent possible using risk scoring criteria such as pipe age and material, work order history, etc.;
 - b. Assets identified as having a high-risk score, based on the risk-based methodology, will be selected for CIP prioritization. Prioritization will be based on the expectation of failure and the impact on the community due to failure;
 - c. Client Insight - Consultant will meet with the Client to discuss any known areas for CIP inclusion for rehabilitation or replacement. The Consultant will also review the County's existing CIP (if available) to include any projects that are valid, based on current analysis, with updated cost estimates and timelines.
2. As a part of this task, the Consultant will conduct two (2) 1-hour virtual workshops:
 - a. A risk matrix workshop to establish the criteria for Likelihood of Failure (LoF) and Consequence of Failure (CoF) used in the risk analysis;
 - b. A CIP workshop to review the draft CIP list, gather feedback on project priorities, timelines, and other considerations prior to finalizing for inclusion in the AMP.

B. Asset Management Plan Document and Deliverables:

1. Consultant will create an Asset Management Plan document summarizing the inventory of the sewer collection system. The intent of the document will be to provide a better

understanding of the existing condition of the system and include recommendations as to future projects and management practices.

2. Asset Management Plan will include four (4) primary components:
 - a. Inventory of Assets including maps;
 - b. Assessment of the condition of the infrastructure in the inventory based on condition assessment data and any other available information used to generate an indicative measure of condition;
 - c. 10-year Capital Improvement Plan (CIP) with projected cost estimates;
 - d. Recommended Operation and Maintenance Plan to ensure proper management of the assets.
3. Consultant will prepare a draft AMP for Client review before submitting the final version of the plan.
4. Consultant will prepare a presentation to accompany the AMP document and will be prepared to present it to the elected officials and County staff upon project completion. Consultant has budgeted for one (1) – 2-hour meeting for this.

Task 5 - Financial Analysis and Rate Study

- A. Collect and review historic financial data regarding program revenues, expenditures, debt, and other factors having potential to influence financial trends for the Water/Sewer fund.
- B. Prepare a ten-year Financial Analysis model for the Water/Sewer fund. The model would encompass at least three (3) years of financial history, the current fiscal cycle, and five (5) years of forecasts beginning with FY 2028.
- C. Estimate the extent to which projected program revenues exceed or fall short of estimated program expenditures, taking into consideration projected operating expenditure trends, capital asset funding, and other related financial trends, assumptions, and events. Obtain agreement from the Client on the assumptions to support the financial model.
- D. Establish key financial benchmarks for unrestricted net assets, annual net income, and reserves as measures of fund sustainability.
- E. Assess the implications of projected financial trends for user rates, reserves, and fund balances over the ten-year study period.
- F. Review and refine the financial analysis model and all related assumptions with key Project team members.
- G. Create a System Rate Model for the Client's existing rate structure and calibrate the model to current fund revenues.
- H. Prepare one (1) alternative rate structure for users to be inserted into the rate model and compare the revised structures against established revenue requirements while considering affordability.
- I. Assist key Project team members in selecting a rate structure and develop a plan to implement the new structure to accomplish the revenue forecasts established in the financial analysis.
- J. Revenue amounts generated from individual structural rate changes would be modeled only if Client provides an excel compatible export from the billing system with individual user details specified by Consultant.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule at the time of additional services contracting. The exclusions are described below but are not limited to the following:

- ▶ Hydraulic Sewer Capacity Modeling;
- ▶ Flow monitoring services;
- ▶ Sanitary sewer smoke testing;
- ▶ CCTV of sanitary sewer lines;
- ▶ Surveying services beyond those identified above;
- ▶ Traffic Control Services for Fieldwork, including Maintenance of Traffic (MOT);
- ▶ Addressing issues with manholes such as bolted or buried manholes;
- ▶ Ground Penetrating Radar (GPR) and Subsurface Utility Engineering (SUE) services;
- ▶ Project investigations or cost estimates that would require engineering or design services are beyond the scope of this agreement and are to be procured separately;
- ▶ Financial services beyond those identified above;
- ▶ Grant Administration services beyond those identified above.

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services;

Geomatics Services

- Annexation Plats;
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking;
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;

- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis;
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- County or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;

- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services;
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning;

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;

- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide representative for communications and decisions.
2. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client.
3. Preferred media platforms for communications with the Client.
4. Provide in writing, any information as to Client's requirements for design.
5. Provide any information needed to complete the Project not specifically addressed in the Scope of Services.
6. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project.
7. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant.
8. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant.
9. Attend County meetings as required/needed.
10. Provide access to property for Consultant and subconsultants.
11. Discussions/negotiations with adjacent landowners.
12. Acquire all off-site utility and/or construction easements required for this Project.
13. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant.
14. All submittal, review, or permitting fees associated with the Project.
15. Any legal representation requiring an attorney at law.
16. Any engineering assistance related to cost engineering or updated capital cost assumptions.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

| Task No. | Task Name | Total Fee |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------|
| 1 | Project Management & Funding Administration | \$33,750 |
| 2 | Data Acquisition, Assessment, and Database Design | \$14,000 |
| 3 | System Mapping to include GPS Location and GIS Data Attribute Population | \$55,000 |
| 4 | Develop an Asset Management Plan | \$50,000 |
| 5 | Financial Analysis and Rate Study | \$25,000 |
| Total | | \$177,750 |
| | | |
| Division of Water Infrastructure (DWI) AIA Grant Funds | | \$150,000 |
| Henderson County – County Funds – Cash Match¹ | | \$27,750 |
| Additional Services² (Requires Prior Client Approval) – County Funds | | \$5,000 |

NOTES:

1. The 20% local match, minus the 1.5% grant fee, is split between Tasks 2, 3 and 4.
 2. The allowance fee will only be applied if the Client provides additional GIS markups or data updates after the final GIS mapping deliverables have been submitted. The Consultant will assess the level of effort required and seek prior written approval from the Client before proceeding.
- Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
 - The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
 - Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
 - The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

The 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 after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

H. Acceptance

This agreement is valid for 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Henderson County. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

HENDERSON COUNTY

Signature Date

Deepthi Kalyanam
Name

Senior Project Manager,
Funding & Asset Management
Title

Signature Date

Name

Title

Signature Date

Casey Dolan
Name

Project Manager,
Funding & Asset Management
Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer:

Printed Name:

Date:

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The 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 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.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that 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 THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. 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 plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the 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 the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without 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. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all 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 demobilization costs.

14. 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 applicable law.

15. 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.

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

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of 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 shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. 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, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: 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, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting 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

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. 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.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



WithersRavenel
Our People. Your Success.

EXHIBIT II

2025 Fee & Expense Schedule

| Description | Rate |
|-----------------------------------------------------------|--------|
| Engineering, Landscape Architecture & Planning | |
| Construction Project Professional | \$ 160 |
| Construction Manager I | \$ 165 |
| Construction Manager II | \$ 180 |
| Senior Construction Manager | \$ 205 |
| CAD Technician I | \$ 110 |
| CAD Technician II | \$ 125 |
| Senior CAD Technician | \$ 150 |
| Designer I | \$ 140 |
| Designer II | \$ 160 |
| Senior Designer | \$ 180 |
| Landscape Architect I | \$ 160 |
| Landscape Architect II | \$ 185 |
| Landscape Architect III | \$ 205 |
| Senior Landscape Architect | \$ 230 |
| Landscape Designer I | \$ 140 |
| Landscape Designer II | \$ 150 |
| Landscape Designer III | \$ 155 |
| Planning Technician | \$ 125 |
| Planner I | \$ 135 |
| Planner II | \$ 155 |
| Planner III | \$ 180 |
| Senior Planner | \$ 190 |
| Project Engineer I | \$ 180 |
| Project Engineer II | \$ 190 |
| Project Engineer III | \$ 210 |
| Senior Project Engineer | \$ 245 |
| Assistant Project Manager | \$ 190 |
| Project Manager I | \$ 210 |
| Senior Project Manager | \$ 230 |
| Resident Project Representative I | \$ 110 |
| Resident Project Representative II | \$ 130 |
| Resident Project Representative III | \$ 145 |
| Senior Resident Project Representative | \$ 155 |
| Staff Professional I | \$ 95 |
| Staff Professional II | \$ 150 |
| Staff Professional III | \$ 165 |
| Senior Technical Consultant | \$ 270 |
| Client Experience Manager | \$ 245 |
| Director | \$ 265 |
| Principal | \$ 280 |
| Zoning Specialist | \$ 360 |
| Project Coordinators | |
| Project Coordinator I | \$ 100 |
| Project Coordinator II | \$ 120 |
| Project Coordinator III | \$ 130 |
| Senior Project Coordinator | \$ 140 |
| Lead Project Coordinator | \$ 150 |
| Other | |
| Implementation Consultant | \$ 160 |
| Senior Implementation Consultant | \$ 170 |

| Description | Rate |
|---------------------------------------|--------|
| Funding & Asset Management | |
| GIS Senior Specialist | \$ 180 |
| GIS Specialist | \$ 160 |
| GIS Technician | \$ 105 |
| GIS Analyst I | \$ 130 |
| GIS Analyst II | \$ 145 |
| GIS Project Manager | \$ 180 |
| F&AM Assistant Project Manager | \$ 175 |
| Intern I | \$ 70 |
| Intern II | \$ 95 |
| F&AM Project Consultant I | \$ 130 |
| F&AM Project Consultant II | \$ 140 |
| F&AM Project Consultant III | \$ 145 |
| F&AM Project Consultant IV | \$ 150 |
| F&AM Senior Project Consultant I | \$ 160 |
| F&AM Senior Project Consultant II | \$ 165 |
| F&AM Project Manager | \$ 180 |
| F&AM Principal | \$ 280 |
| F&AM Director | \$ 250 |
| F&AM Staff Professional I | \$ 75 |
| F&AM Staff Professional II | \$ 125 |
| F&AM Staff Professional III | \$ 165 |
| F&AM Staff Professional IV | \$ 205 |
| F&AM Senior Project Manager | \$ 230 |
| F&AM Senior Technical Consultant | \$ 265 |
| Geomatics | |
| Geomatics CAD I | \$ 110 |
| Geomatics CAD II | \$ 130 |
| Geomatics CAD III | \$ 145 |
| GIS Survey Technician I | \$ 85 |
| GIS Survey Technician II | \$ 110 |
| GIS Survey Technician III | \$ 130 |
| GIS Survey Lead | \$ 145 |
| Geomatics Project Manager I | \$ 180 |
| Geomatics Project Manager II | \$ 190 |
| Geomatics Project Manager III | \$ 220 |
| Geomatics Project Professional I | \$ 160 |
| Geomatics Project Professional II | \$ 185 |
| Geomatics Principal | \$ 260 |
| Geomatics Remote Sensing Crew I | \$ 230 |
| Geomatics Remote Sensing Crew II | \$ 325 |
| Geomatics Survey Crew I | \$ 165 |
| Geomatics Survey Crew II (2 Man) | \$ 195 |
| Geomatics Survey Crew III (3 Man) | \$ 245 |
| Geomatics Senior Manager | \$ 230 |
| Geomatics Survey Tech I | \$ 65 |
| Geomatics Survey Tech II | \$ 100 |
| Geomatics Survey Tech III | \$ 130 |
| Geomatics Survey Tech IV | \$ 140 |
| Geomatics Sr. Technical Consultant | \$ 235 |
| Geomatics SUE Crew 1 | \$ 195 |
| Geomatics SUE Crew 2 | \$ 275 |

| Description | Rate |
|---------------------------------------------------|----------|
| Environmental | |
| Environmental Technician I | \$ 90 |
| Environmental Technician II | \$ 105 |
| Environmental Technician III | \$ 110 |
| Environmental Senior Technician | \$ 125 |
| Environmental Project Geologist I | \$ 160 |
| Environmental Project Geologist II | \$ 175 |
| Environmental Project Geologist III | \$ 200 |
| Environmental Senior Project Geologist | \$ 220 |
| Environmental Assistant Project Manager | \$ 175 |
| Environmental Project Manager | \$ 200 |
| Environmental Senior Project Manager | \$ 220 |
| Environmental Director | \$ 250 |
| Environmental Project Engineer I | \$ 160 |
| Environmental Project Engineer II | \$ 175 |
| Environmental Project Engineer III | \$ 200 |
| Environmental Senior Project Engineer | \$ 220 |
| Environmental Principal | \$ 280 |
| Environmental Project Scientist I | \$ 160 |
| Environmental Project Scientist II | \$ 175 |
| Environmental Project Scientist III | \$ 200 |
| Environmental Senior Project Scientist | \$ 220 |
| Environmental Scientist I | \$ 115 |
| Environmental Scientist II | \$ 140 |
| Environmental Scientist III | \$ 150 |
| Environmental Geologist I | \$ 115 |
| Environmental Geologist II | \$ 140 |
| Environmental Geologist III | \$ 150 |
| Environmental Professional I | \$ 115 |
| Environmental Professional II | \$ 140 |
| Environmental Professional III | \$ 150 |
| Environmental Senior Technical Consultant | \$ 245 |
| Administrative | |
| Administrative Assistant | \$ 70 |
| Administrative Assistant I | \$ 90 |
| Administrative Assistant II | \$ 100 |
| Administrative Assistant III | \$ 110 |
| Marketing Administration I | \$ 100 |
| Marketing Administration II | \$ 130 |
| Director of Marketing | \$ 160 |
| Office Administration | \$ 75 |
| Office Administrator I | \$ 130 |
| Office Administrator II | \$ 135 |
| Office Administrator III | \$ 140 |
| Expenses | |
| Bond Prints (Per Sheet) | \$ 1.75 |
| Mylar Prints (Per Sheet) | \$ 11.00 |
| Mileage | Per IRS |
| Delivery – Project Specific (Distance & Priority) | |
| Subcontractor Fees (Markup) | 1.15 |
| Expenses / Reprod. / Permits (Markup) | 1.15 |