

TASK ORDER No. 2021-02

This Task Order pertains to an Agreement by and between UNION COUNTY ("OWNER"), and KIMLEY-HORN AND ASSOCIATES, INC. ("ENGINEER"), dated JANUARY 26, 2021, ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

Int _____

MPA: 6818

*, North Carolina

TASK ORDER NUMBER: 2021-02

RELATED RFQ NUMBER: 2021-018

PROJECT NAME: Emerald Wood Water Main Extension Construction Phase Services

PART 1.0 PROJECT DESCRIPTION

OWNER entered into an interlocal agreement with the Town of Indian Trail to provide water service to the Emerald Woods Subdivision. ENGINEER developed plans and specifications for permitting and bidding and provided survey and easement acquisition services for the Emerald Woods Water Main Extension under Task Order 2021-01.

The OWNER has requested ENGINEER to provide construction phase services for the Emerald Woods Water Main Extension project. The construction phase services will include construction administration and observation services for the installation and certification to place in service of the 4,500 linear feet of 8-inch, 6-inch, and 2-inch water main and appropriate appurtenances to serve the Emerald Woods Subdivision as outlined herein.

PART 2.0 SCOPE OF CONSTRUCTION PHASE SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

The detailed scope for Construction Phase Services is as follows:

1. Administrative Services – ENGINEER will conform contract documents for execution by the Contractor and OWNER. ENGINEER will issue Notice to Proceed (NTP). Engineer will review and approve Contractor pay applications. ENGINEER will issue up to one (1) Field Order, one (1) Work Change Directive, and one (1) Change Order to OWNER. ENGINEER will issue final adjusting change order with Contractor final payment.
2. Pre-Construction Conference Services - ENGINEER will schedule and lead a Pre- Construction Meeting at the Union County Government Center prior to commencement of work. ENGINEER will provide agenda prior to Pre- Construction Meeting. Following the Pre- Construction Meeting, ENGINEER will provide meeting notes and attendance.
3. Recommendations with Respect to Defective Work - ENGINEER will recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents. * the requirements of the
4. Clarifications and Interpretations - ENGINEER will review with OWNER and respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be approved by OWNER.

Int _____

**TASK ORDER: 2021 -02 – EMERALD WOODS WATER MAIN EXTENSION CONSTRUCTION
PHASE SERVICES**

5. Shop Drawing Review - ENGINEER will review and approve or take other appropriate action with respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Assumes a reasonable number of submittals need to be re-submitted and re-viewed. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, procedures of construction, or related to safety precautions and programs, unless specified in the specifications of the Contract Documents. Int _____
6. Substitutes and "or-equal" – ENGINEER will evaluate with OWNER and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
7. Request for Information - ENGINEER will respond to up to four (4) requests for information (RFI) during construction. Each RFI will require up to two (2) hours of review and response.
8. On-Site Construction Observation - ENGINEER will provide on-site construction observation services by competent representative with previous experience observing similar construction activities during the construction phase. ENGINEER's representative (JGC Properties) will make visits at regular intervals or as directed by OWNER in order to observe the progress of the work. It is anticipated that ENGINEER's representative will visit up to one (1) day per week to record progress and photograph portions of the project. ENGINEER will perform up to four (4) emergency site visits. Regular interval and emergency site visits are anticipated for a total estimated (4) hours. ENGINEER will provide copies of observation reports to OWNER on a weekly basis.

The anticipated time of construction is four (4) months. Such visits and observations by ENGINEER's representative are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents. ENGINEER will keep OWNER informed of the general progress of the work. *requirements of Int _____

The purpose of ENGINEER's representative's site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. During such visits or as a result of such observations of Contractor's work in progress, ENGINEER will not supervise, direct, or have control over Contractor's work. ENGINEER will not have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, procedures of construction selected by Contractor, safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Int _____

- ****
** requirements of
*** unless specified in the specifications of the Contract Documents
**** contractual requirement of Contractor
9. Substantial Completion - ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list produced by ENGINEER. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER will notify OWNER and Contractor. ENGINEER will submit necessary paperwork for Engineer's Certification to NCDEQ after completion of the water main construction.

**TASK ORDER: 2021 -02 – EMERALD WOODS WATER MAIN EXTENSION CONSTRUCTION
PHASE SERVICES**

10. Final Notice of Acceptability of the Work - ENGINEER will conduct a final site visit to determine if the completed Work of Contractor ~~is generally in accordance with~~ the Contract Documents and the final punch list so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the Work ~~is generally in accordance with~~ the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely. *conforms generally to the requirements of Int _____

11. Engineer's Certification – ENGINEER will submit a certification statement to the North Carolina Public Water Supply Section that is signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.

12. Limitation of Responsibilities - ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER will not have the authority or responsibility to stop the work of any Contractor.

13. Record Drawings - Upon completion of the work, compile and deliver to OWNER a complete set of Record Drawings, conforming to information furnished to the ENGINEER by the construction Contractor, ENGINEER's representative, and OWNER's Inspector. This set of documents will consist of a Digital Submittal Packet. The ENGINEER will submit a Digital Submittal Packet as per OWNER requirements. The Digital Submittal Packet will contain one (1) summary information file, one (1) AutoCAD File, one (1) text file, one (1) pdf copy of the Record Drawings, and one (1) survey AutoCAD file from the ENGINEER's subcontractor (Stewart). A detailed breakdown of the ENGINEER's subcontractor's Scope of Work is provided in Appendix A which is attached and incorporated herein by reference.

Record Drawings may be based on information provided by others, the ENGINEER cannot and do not warrant the ~~ir~~-accuracy. of information provided by others. Int _____

Construction Phase Services will be considered completed when ENGINEER delivers shop drawing approvals, field reports, copies of inspection reports, certificates of substantial and final completion, recommendations for final payment to Contractor, Final Adjusting Change Order, and Record Drawings.

PART 3.0 ADDITIONAL SERVICES

ENGINEER will perform additional services as requested by OWNER. If the need for such services is identified, ENGINEER will prepare an amendment to this Task Order or prepare a new Task Order for OWNER's approval. Additional Services will be performed upon written authorization from OWNER.

PART 4.0 OWNER'S RESPONSIBILITIES

OWNER shall be required to provide ENGINEER ^{**} access to the site and operate existing infrastructure as reasonably needed. ^{**} reasonable Int _____

PART 5.0 PERIODS OF SERVICE

ENGINEER will commence work upon execution of this agreement. The schedule for completion of the services included in this Task Order will be agreed upon by OWNER and ENGINEER at the time that the OWNER is ready to proceed with the work. The anticipated schedule is as follows:

Construction Phase Services: Months 1 – 4

**TASK ORDER: 2021 -02 – EMERALD WOODS WATER MAIN EXTENSION CONSTRUCTION
PHASE SERVICES**

PAYMENTS TO ENGINEER

ENGINEER will be compensated for the work listed in the categories in the table below.

Construction Administration Services Including: - Conforming Contract Documents and Notice to proceed - Pre- Construction Meeting - ENGINEER invoicing - General Project Management	LS	\$11,156.00
Construction Administration Services Including: - Field Orders/Work Change Directives/Change Orders/ - Request for Information - Shop Drawing Review - Pay Application Reviews	HNTE	\$15,600.00
Observation/Inspections: - Engineer's Representative (JGC Properties) (5% Markup) - Walkthroughs and Punchlist Development	HNTE	\$11,258.00
Project Closeout: - Engineer's Certification - Record Drawings - Construction As-Built (Stewart) (5% Markup) - Final Adjusting Change Order	HNTE	\$14,843.00
	TOTAL	\$52,857.00

Lump Sum (LS) Fee work, a percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be completed as of the day of billing.

*(or Per Diem)

Hourly Not to Exceed (HNTE) Fee* work will be billed on the last day of each month for the labor and expenses incurred during that month, in accordance with Sections 6.1.3 and 6.1.5 of the Agreement

All hourly fee work will be charged based upon the personnel classifications performing the work and corresponding hourly rate set forth in the attached hourly and fee breakdown incorporated herein as Attachment 1. The Hourly Fee Summary is attached as Attachment 2.

This Task Order is executed on _____.

OWNER:

UNION COUNTY, NC

By: _____

Name: Brian W. Matthews

Title: County Manager

Address: 500 N. Main Street, Ste 600
Monroe, NC 28112

Approved as to Legal Form: BTI

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Address: _____

This instrument as been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Attachment 1

HOURLY RATE/COMPENSATION SCHEDULE

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$135 - \$165
Professional	\$160 - \$205
Senior Professional I	\$210 - \$275
Senior Professional II	\$265 - \$295
Senior Technical Support	\$130 - \$205
Admin Support Staff	\$100 - \$120
Technical Support	\$115 - \$150

Attachment 2

ONE-PAGE FEE ESTIMATE - CONSTRUCTION ADMINISTRATION SERVICES (LS)

Project Name:Task Order No. 2021-02

Client:Union County

Date of Fee Estimate:7/2/2024

Calculate Cost & Rates based on:

Region:CAROLINAS

Org:Charlotte Infra

Task #	Task name	P	P1	P2	P3	P4	P5	P6	P7	P8	D7	D8	CO5	CO6	T1	Admin (N4)	Accounting (B4)	Total Hours	Labor Sub-Total
0	General Project Management					10												10.0	\$ 2,050
1	Conforming Contract Documents and NTP					8			1									9.0	\$ 1,915
2	Pre-Construction Meeting			10		10			1									21.0	\$ 3,975
0	Engineer Invoicing					5											10	15.0	\$ 2,725

Project Fee Summary

Labor Fee: \$ 10,665

Expense Fee: \$ 491

Total Fee: \$ 11,156

ONE-PAGE FEE ESTIMATE - Construction Administration Services (HNTE)																	Calculate Cost & Rates based on:		
Project Name: _____ Task Order No. 2021-02 _____ Client: Union County _____ Date of Fee Estimate: 7/2/2024 _____																	Region: CAROLINAS		
Staff (hours)																	Org: Charlotte Infra		
Task #	Task name	P	P1	P2	P3	P4	P5	P6	P7	P8	D7	D8	CO5	CO6	T1	Admin (N4)	Accounting (B4)	Total Hours	Labor Sub-Total
1	FO/WCD/CO					18			3									21.0	\$ 4,515
7	RFI Responses 4RFIs 2 hr ea					8			1									9.0	\$ 1,915
5/6	Shop Drawing Review			15		5			1									21.0	\$ 3,775
1	Pay Application Reviews					20			2									22.0	\$ 4,650
																	Project Fee Summary		
																	Labor Fee: \$ 14,855		
																	Expense Fee: \$ 745		
																	Total Fee: \$ 15,600		

ONE-PAGE FEE ESTIMATE - Observation/Inspections (HNTE)

Project Name:Task Order No. 2021-02

Client:Union County

Date of Fee Estimate:7/2/2024

Calculate Cost & Rates based on:

Region:CAROLINAS

Org:Charlotte Infra

Task #	Task name	P	P1	P2	P3	P4	P5	P6	P7	P8	D7	D8	CO5	CO6	T1	Admin (N4)	Accounting (B4)	Total Hours	Labor Sub-Total
8	On-Site Construction Observation					8												8.0	\$ 1,640
9	Walkthrough and punchlist					10			4									14.0	\$ 3,150

Project Fee Summary

Labor Fee: \$ 4,790

Expense Fee: \$ 220

Construction Observation (JGC Properties): \$ 6,248

Total Fee: \$ 11,258

ONE-PAGE FEE ESTIMATE - Project Closeout (HNTE)

Project Name:Task Order No. 2021-02

Client:Union County

Date of Fee Estimate:7/2/2024

Calculate Cost & Rates based on:

Region:CAROLINAS

Org:Charlotte Infra

Task #	Task name	P	P1	P2	P3	P4	P5	P6	P7	P8	D7	D8	CO5	CO6	T1	Admin (N4)	Accounting (B4)	Total Hours	Labor Sub-Total
11	Engineer's Certification					5												5.0	\$ 1,025
13	Record Drawings			20		5			1									26.0	\$ 4,600
10	Final Adjusting Change Order					10			2									12.0	\$ 2,600

Project Fee Summary

Labor Fee: \$ 8,225

Expense Fee: \$ 475

Survey Sub (Stewart): \$ 6,143

Total Fee: \$ 14,843

Appendix A

SCOPE OF SERVICES

All survey services performed by Stewart will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47-30 (Mapping Requirements) and North Carolina Administrative Code - 21 NCAC 56.1606 (Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne, and Spaceborne Surveys). The survey will be horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83 2011). Vertically, the project will be tied to the North American Vertical Datum of 1988 (NAVD88). The project's units will be the U.S. Survey Foot.

Construction As-builts

Stewart will provide the horizontal and vertical location of all new affiliated appurtenances for the proposed watermain replacement alignment as shown on the plan sheet above.

DELIVERABLES

A final as-built deliverable will include a drawing depicting the findings of the survey described above. This will be provided in hardcopy PDF format and in AutoCAD 2023 Civil 3D format. Drawing layering system will be provided based upon a system established by the National CAD Standards (NCS). As applicable, the PDF drawing will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina. The as-built deliverable will conform to all of the requirements listed in the Union County Digital and GIS Requirements for Construction Drawings and As-Built Submittals.

EXCLUSIONS

The following items are excluded from the Scope of Services (most of these, if not all, can be provided at a later date as an additional service):

- Boundary, Subdivision, Easement, Recombination, or Tree Conservation Platting Services
- Construction Surveying and/or Staking - other than noted above
- ALTA/NSPS Land Title Survey
- Design, Topographic, and/or Existing Conditions Surveys
- Subsurface Utility Engineering (SUE) Services
- Legal Descriptions
- Wetland Delineation, Stream Determination and Tree Identification/Tagging
- Any Environmental Phase I or II investigations
- Review and Recordation Fees

SCHEDULE

Stewart agrees to provide services to the Client in the most expeditious manner as is practical and will adhere to the project schedule as appropriate and realistic.

ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES

It shall be the responsibility of the Client to provide the following items:

- Access to the site. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g., gates, locked areas), on-site traffic interference, etc. may result in additional fees



STEWART
STRONGER BY DESIGN

Charlotte - Uptown
T 704.334.7925
F 704.334.7926

101 N. Tryon Street
Suite 1400
Charlotte, NC 28202

- Any other electronic information on the site to be used in the preparation of plans
- Reasonable advanced notice of scheduled meetings
- Assistance in obtaining information from all other consultants on the design team as needed to complete our tasks
- Documents that would be beneficial during our evaluation
- Decisions on critical design issues as necessary in a timely manner
- Payment of all invoices per Conditions of the Agreement

COMPENSATION

Stewart agrees to provide professional services as outlined above in the Scope of Services. We have calculated these fees given the scope stated above using our current hourly billing rates with expected man-hours for the tasks set forth. Also, please note that we have broken down the compensation schedule to correlate with the above outlined tasks. We propose an hourly not to exceed using the hourly rate chart attached.

Scope of Services	Fee
Construction As-builts	\$ 5,850

CONCLUSION

If this proposal is acceptable, please execute and return a copy of the Agreement to this office. ~~This proposal is subject to the terms and conditions of the Master Agreement for Continuing Professional Services dated September 20, 2021.~~

Int _____

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise this proposal if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:
STEWART ENGINEERING, INC.

Approved by:
Kimley-Horn

Kris A. Gath, PLS
Manager of Survey, Geomatics

Date

STEWART ENGINEERING, INC.

J. Timothy Thomas, PLS
Associate Vice President
Director, Client Relationships, Geomatics

Enclosures



**GEOMATICS
STANDARD HOURLY RATES**

2022

CLASSIFICATION	HOURLY RATE
Field Technician I	\$ 50.00
Field Technician II	\$ 60.00
Field Technician III	\$ 70.00
Field Supervisor I	\$ 75.00
Field Supervisor II	\$ 85.00
Field Supervisor III	\$ 95.00
Office Technician I	\$ 70.00
Office Technician II	\$ 85.00
Office Technician III	\$100.00
Analyst I	\$ 85.00
Analyst II	\$100.00
Field Crew	\$135.00
Senior Field Crew	\$150.00
Project Surveyor	\$110.00
Senior Project Surveyor	\$125.00
Technical Lead	\$130.00
Project Manager	\$140.00
Senior Project Manager	\$160.00
Manager of Operations	\$100.00
Manager of Geospatial	\$175.00
Manager of Subsurface Utility Engineering	\$175.00
Manager of Survey	\$175.00
Director of Geospatial	\$190.00
Director of Subsurface Utility Engineering	\$190.00
Director of Survey	\$190.00
Practice Leader Geomatics	\$210.00
Managing Principal	\$250.00

Note: This schedule of rates are subject to adjustment in accordance with annual wage and cost of living increases.