

TASK ORDER

This Task Order pertains to an Agreement by and between UNION COUNTY (“OWNER”), and PROGRESSIVE ARCHITECTURE ENGINEERING, P.C. (“ARCHITECT”), dated January 23, 2024, (“the Agreement”). ARCHITECT 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.

TASK ORDER NUMBER: 2024-01

RELATED RFQ NUMBER: 2023-070

PROJECT NAME: UC Fairview Fire Training Facility

PART 1.0 PROJECT DESCRIPTION:

Design site modifications to support installation of a Fire Trainer Systems Bullhead Fire Trainer.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ARCHITECT ON THE PROJECT:

ARCHITECT shall provide architectural, electrical, plumbing and structural engineering services with ARCHITECT’s in-house team. ARCHITECT will contract directly with Timmons Group in Charlotte, NC to provide all required civil engineering services under ARCHITECT’s direction and supervision. The design will produce construction documents. ARCHITECT will also provide permitting assistance. The scope of basic services for this Task Order are further described in the attached “Proposal for Professional Architectural and Engineering Services for a new Fire Training Facility” dated June 13, 2024 (hereinafter the “Proposal”). The Proposal is based on the preliminary site plan provided to ARCHITECT by OWNER dated May 3, 2024, prepared by Timmons Group. To the extent the Proposal conflicts with any terms of this Task Order or the Agreement, this Task Order shall govern, followed by the Agreement, and then the Proposal.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Bidding Assistance and Construction Administration to be authorized via written amendment to this Task Order and are not included in the scope of Basic Services.

PART 4.0 OWNER'S RESPONSIBILITIES:

Provide access to site as needed.

PART 5.0 PERIODS OF SERVICE:

Eight weeks from project kickoff. July 01, 2024 to September 06, 2024.
Permitting not included in period of service.

PART 6.0 PAYMENTS TO ARCHITECT:

1. Payment for Basic Services: Payment to ARCHITECT shall be on a Lump Sum basis as that term is defined in the Agreement in an amount of \$78,730.00.
2. Payment for Additional Services: N/A

PART 7.0 OTHER:

N/A

This Task Order is executed: _____

UNION COUNTY,
NORTH CAROLINA

PROGRESSIVE ARCHITECTURE
ENGINEERING, P.C.

By:_____

By:_____

Name:_____ Brian W. Matthews

Name:_____

Title:_____ County Manager

Title:_____

Address: 500 N. Main St.
Monroe, NC 28112

Address: 330 South Tryon St., #500
Charlotte, NC 28202

Approved as to Legal Form: CJB

This Instrument Has Been Preaudited In The
Manner Required By The Local Government
Budget And Fiscal Control Act

Deputy Finance Officer



June 13, 2024

Mr. Francisco Soto, P.E.
Union County Facilities
1407 Airport Rd
Monroe, North Carolina 28110

Re: Proposal for Professional Architectural and Engineering Services for a new Fire Training Facility

Dear Mr. Soto,

Progressive Architecture Engineering, P.C. (Progressive AE, the Architect and Engineer of Record) is pleased to present this proposal to Union County, (the Owner) for architectural and engineering services for a new Fire Training Facility (the Facility) to be located at 7520 Concord Hwy in Monroe, NC. This proposal is being submitted at your request pursuant to our current, January 23, 2024, Multiple Project Agreement Between Union County and Progressive AE for Professional Architectural Services. Following is our understanding of the project, our scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

Union County is currently constructing a new fire station on the proposed site for the Facility. In addition to the fire station, Union County wishes to install a new prefabricated FTS (Fire Training Structures, LLC) Bullhead System adjacent to the fire station. The selected Bullhead structure is designed to simulate a five story building and is comprised of four stacked shipping containers with multiple open-air platforms and stairs. Various systems and props are incorporated into the prefabricated Bullhead System designed to simulate firefighting situations. After speaking with Phil Butler with FTS, we understand the prefabricated Bullhead System is delivered pre-tested and certified in compliance with NFPA 14.02.

Per the county's guidance, the fire training system will utilize pallets and straw for burns and no gas connections are necessary. Also, a fire hydrant will be required to eliminate the need for water tanker trucks. The county will also pursue a trainer system that has integrated lighting. We will be required to engineer hard connections only for necessary utilities with no work required on the interior of the system. Union county will purchase the Bullhead System and will provide all necessary information directly, or allow Progressive AE to coordinate directly with FTS, to confirm exterior architectural and engineering requirements.

Progressive AE will provide all required architectural, electrical, plumbing and structural engineering services with our in-house team. Structural engineering for the Bullhead System foundation will be provided by FTS and we will coordinate as necessary to integrate the FTS design within the documents. FTS will provide details for the system points of contact only. Based on conversations with the County, it is also desired to have a concrete pad underneath the system in addition to the contact point foundation.

Progressive AE will contract directly with Timmons Group in Charlotte, NC to provide all required civil engineering services under our direction and supervision. Our proposal is based on the preliminary site plan provided to us by Union County dated May 3, 2024, prepared by Timmons Group. We have not included additional site surveying at this time but can coordinate and assist if deemed necessary as the project proceeds.

We understand Union County intends to execute this project using a design, bid, build process and Progressive AE is proposing a lump sum fee to complete design, documentation and permitting phase services. As requested, we have provided separate line-item fees to assist with bidding administration and construction administration understanding those services may be delayed to some extent after completion of permitting. Our fees for permitting are based on the understanding that the site is currently zoned for the fire training facility, potentially as an accessory to the fire station, and rezoning and public hearings will not be required.

We have not included a preliminary pricing exercise at this time but completed design development drawings (see below) can be utilized for that purpose if desired as the project proceeds.

SCOPE OF SERVICES

A. Schematic Design (SD): 2 Weeks

1. Based on the preliminary site plan provided, Progressive AE will meet with the Union County team and necessary stakeholders to confirm programming requirements, conduct a code analysis, meet with Union County code and land planning officials to confirm requirements, and coordinate with FTS to confirm engineering system requirements.
2. Meet as needed with county stakeholders and code officials.
3. One revision per Owner's comments for approval is included.
4. Deliverables:
 - Owner approved FTS system layout and utility requirements.
 - Site plan layout and approach to storm retention and grading (including retaining walls if required).

B. Design Development (DD): 2 weeks

1. Based on the approved SD phase drawings, Progressive AE will develop preliminary architectural and engineering drawings and outline specifications. Design development deliverables are intended to provide preliminary information which can be used to confirm a preliminary budget for the project.
2. Meet as needed to review plans and specifications with the Owner.
3. Up to two revisions per Owner's comments for approval are included.
4. Deliverables:
 - Owner-approved architectural and engineering drawings and specifications necessary to complete final documents for permit submittal and final competitive bidding.

C. Construction Documents (CD): 4 weeks

1. Based on the approved DD phase drawings, Progressive AE will develop a final code summary, architectural and engineering plans required for contractor pricing, construction and permitting.
2. We have included time for necessary coordination meetings with the Union County team during the CD phase.
3. Prepare construction documents as outlined in Deliverables below.
4. Provide coordinated civil, electrical and plumbing engineering drawings required for permit and construction.
5. Prepare a site lighting electrical circuiting drawing for any site lighting.
6. Provide specifications either on the drawings or in book form as deemed appropriate by the architect.
7. Final review with the Union County team prior to permit submission.
8. Deliverables include by are not limited to the following:
 - General notes and code summary information.
 - Book form specifications.

- Architectural site plan denoting all hardscape/landscape information.
- Civil engineering documents denoting grading, retention, underground utilities and site features including retaining walls if necessary.
- Electrical power and lighting plans as required.
- Plumbing details and plans as required.
- Structural foundation/slab drawing and details.

Architectural and engineering services will result in drawings sufficient for permit. Union County and the architect agree that the selected general contractor (GC) will be responsible for some interpretation of the drawings to result in a finished project. Construction cost will be determined via competitive bidding. Any significant revisions required for value engineering after completion of the documents may require additional fee to be determined after selection of the GC.

D. Permitting(Included)

1. Progressive AE will prepare building permit applications and submit the construction document package to the building inspection department for permitting.
2. Progressive AE will prepare applications and make submittal of construction documents to Union County for review and approval of building permit.
3. Respond to review comments and make revisions if necessary.
4. Standard online submittal permit review process and typical response comments is assumed.
5. Union County or GC shall be responsible for all permitting fees.
6. Deliverables:
 - Prepare permit applications and submit drawing package as required for building permitting.
 - Make minor drawing revisions as required by the code enforcement review to secure permit approval.

E. Project Bidding: 6 Weeks (to be confirmed)

This phase is to be completed under a separate Union County authorization at the appropriate time.

1. Assist Union County with administration and coordination services for bidding the project.
2. Submit final construction document packages in electronic format to pre-selected general contractors for bidding.
3. Prepare the Bid Package, consisting of the Permit Drawings, Bid Form and Instructions to Bidders (General Conditions and Supplemental Conditions to be provided by Union County), and relevant information provided by Union County (i.e. Geotechnical soils reports, existing surveys).
4. Progressive AE will assist issuing the Bid Package for bidding via electronic means.
5. Respond to reasonable general contractor bidder's RFIs, coordinate responses with Union County and issue written clarifications and publish necessary addendum.
6. Assist Union County with bid tabulations and reviews of general contractor bids.

F. Construction Administration: 5 Months

This phase is to be completed under a separate Union County authorization at the appropriate time.

1. Provide shop drawing submittal review and approval for civil, architectural, structural, electrical and plumbing disciplines per an agreed submittal schedule provided with the construction documents.
2. Respond to reasonable GC requests for document clarification and interpretation by civil, architectural, structural, electrical and plumbing disciplines.
3. Progressive AE will visit the project site up to once per month for the duration of construction to observe construction progress and to certify the GC's application for payment if required.
4. Progressive AE will perform one punch walk through and provide one review and add comments to the GC's punch list after the project has been determined to be substantially complete.
5. Any significant changes to the drawings or construction change directives requested during the construction administration phase of services that changes the original scope of work shall be considered additional services and shall be billed at either our standard hourly rates or a lump sum fixed fee amount as agreed upon by Union County.

CLARIFICATIONS

Basic services are limited to the scope defined above and the following items and services are not included:

- Traffic studies and truck turning radius evaluations.
- Site surveying.
- Geotechnical evaluation and reports.
- Signage design and permitting.
- LEED certification design and administration requirements.
- Government or municipal fees, plan check fees, utility fees or use fees.
- Construction cost estimating or budgeting.
- Project phasing requiring multiple permit submittals.
- Preparation of construction As Built or Record drawings.
- Any significant revisions to the approved design phase drawings due to changes in code requirements after the design approval.
- Significant revisions due to Owner changes to the approved design after the commencement of the construction document phase.
- Wetland or flood plain determination, delineation, mitigation or permitting.
- Utility connection fees and/or bonds.

We have provided line-item fees for bidding and construction administration services below (as outlined above) but have not included these services in the stipulated sum at this time.

SCHEDULE

Below is a preliminary schedule for your review and approval. Actual timeframes and dates may vary depending on the final design solution and timing of the Notice to Proceed from Union County. The compensation outlined below is based on performing our design and documentation services within 180 days of the proposal date. If delays necessitate an extension, additional compensation, or adjustment of our deliverables and/or duration to produce them may be requested.

Phase / Task	Duration	Start Date	End Date
Schematic Design	2 Weeks	July 1, 2024	July 12, 2024
Owner Review / Approval	1 Week	July 15, 2024	July 19, 2024
Design Development	2 Weeks	July 22, 2024	August 2, 2024
Owner Review / Approval	1 Week	August 5, 2024	August 9, 2024
Construction Documents	4 Weeks	August 12, 2024	September 6, 2024

Permitting (Estimated)	8 Weeks	September 9, 2024	November 1, 2024
Construction Administration (estimated, not included)	52 Weeks	November 4, 2024	April 1, 2025

NOTE: Actual dates may vary due to delays beyond our control such as jurisdictional review and approval timeframes.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive proposes professional compensation at a stipulated sum of \$78,730 (seventy-eight thousand seven hundred and thirty dollars). Monthly invoicing will be billed as a percentage of phase complete.

ADDITIONAL SERVICES

Progressive can provide the following as additional services with the associated additional costs.

Bidding and Letting Assistance – \$10,000 (ten thousand dollars)

Construction Administration - \$10,000 (ten thousand dollars)

Progressive has prepared this proposal for Union County only and we request that it be treated as strictly confidential and not be copied or distributed for any reason other than evaluation for hire.

It is understood that this proposal falls under the Multiple Project Agreement Between Union County and Progressive AE for Professional Architectural Services that is currently executed between parties. Project specifics will be delineated in a standard work order per the Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. ~~Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.~~

Int _____

We look forward to working on this project with you and your team.

Sincerely,

Dane A Stivers, P.E.

Digitally signed by Dane A Stivers, P.E.
DN: C=US,
E=stiversd@progressiveae.com,
CN="Dane A Stivers, P.E."
Date: 2024.06.13 12:38:47-04'00'

G. Wesley Jones

Digitally signed by G. Wesley Jones
DN: E=gjonesw@progressiveae.com, CN=G. Wesley Jones,
O="Progressive AE, Inc.", L=Grand Rapids, S=MI,
SERIALNUMBER=MAS2023060200013, C=US
Reason: I agree to the terms defined by the placement of
my signature on this document
Date: 2024.06.13 15:32:02-04'00'

Dane A. Stivers, P.E.
Project Manager/Senior Electrical Engineer

G. Wesley Jones
Principal

Accepted By: _____

Printed Name: _____ Date: _____

Union County

DAS/tse

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Progressive Architecture Engineering, P.C.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

Schedule of Invoice Rates - 2024

Hourly Staff Charges

Class 10 Personnel:	Director, Principal	\$275/hour
Class 9 Personnel:	Senior Healthcare Planner, Senior Project Leader, Project Principal, Practice Leader, Principal / Team Leader, Senior Construction Leader	\$215/hour
Class 8 Personnel:	Senior Engineer Leader, Senior Project Manager, Senior Planner	\$190/hour
Class 7 Personnel:	Senior Architect, Senior Architectural Designer, Senior Engineer, Senior Scientist, Senior Project Manager, Senior Construction Administrator, Construction Superintendent	\$175/hour
Class 6 Personnel:	Engineer II, Project Manager II, Senior Landscape Architect, Senior Interior Designer, Senior Technician, Senior Lighting Designer, Preconstruction Coordinator/Estimator	\$150/hour
Class 5 Personnel:	Architect II, Engineer I, Architectural Designer II, Engineer I, Landscape Architect II, Project Manager I, Planner	\$130/hour
Class 4 Personnel:	Architect I, Architectural Designer I, Graduate Engineer, Interior Designer II, Technician II, GIS Technician, Construction Project Manager/Superintendent, Planner I, Water Resources Specialist, Executive Assistant	\$110/hour
Class 3 Personnel:	Graduate Architect, Landscape Architect I, Interior Designer I, Technician I, Associate Planner, Field Scientist	\$ 95/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Landscape Architect, Project Assistant	\$ 80/hour
Class 1 Personnel:	Intern	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 67¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. ~~Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.~~
2. Special media requests may be at higher rate.
3. ~~Hourly staff charges and expenses subject to change annually.~~

Int _____

Int _____

STD RATE

January 9, 2024