

APPENDIX

Exhibit A

TASK ORDER

This Task Order pertains to an Agreement by and between UNION COUNTY ("OWNER"), and FREESE AND NICHOLS, INC. ("ENGINEER"), dated January 1, 2024, ("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.

TASK ORDER NUMBER: 8740-01

RELATED RFQ NUMBER: 2024-021

PROJECT NAME: FY23 Short Water Line Extension Program – Phase B

PART 1.0 PROJECT DESCRIPTION:

Union County (OWNER) has requested engineering services for their Short Water Line Extension Program. The Short Water Line Extension Program is a program in Union County where residents can request to be added to county water services. Residents must apply and their applications will be scored to prioritize connections that allow for water quality, and group participation. Projects are completed as budget allows.

This scope of services is for Phase B of the 2023 Short Water Line Extension Program. It includes water service for 12 applicants located at the following PID#s: 04045014E, 03180007, 04045014J, 04045014D, 04045014F, 03183001E, 0810200480, 03171012, 03144016A, 01198043, 01174002A, 08024005C. Water line extensions occur along Medlin Road, Mullis Newsome Road, Morgan Mill Road, Old Pageland Monroe Road, Edwards Farm Lane, and Little Staton Road. Water Line sizes range from 2" to 12" for a total of 12,860 LF and include meters for the above listed properties. The project includes design, permitting, easement acquisition (as needed), and bid phase services for the project. A detailed scope of work is provided in Part 2.0 of this document.

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

A. Task 1 - Project Management

- Project Kick-Off Meeting - ENGINEER will conduct an initial meeting with the OWNER to review the proposed scope of services, approach, goals, deliverables and schedule for the project.

- Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.
- Prepare a Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed.
- Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.

B. Task 2 -Preliminary Design Phase

- Data request and review: ENGINEER will review existing available information provided by the OWNER including previous studies, record drawings, GIS data, and other pertinent information. ENGINEER will provide a formal data request memorandum to the OWNER if additional information not yet obtained is required.
- Field Reconnaissance: ENGINEER will evaluate field conditions in the project area to determine the location of services and entry into each property. As part of this task, ENGINEER will coordinate with the property owner/tenant to determine new service line routing preferences.
- Alignment Evaluation: ENGINEER will evaluate the alignment for proposed water lines. The goal of the evaluation is to provide locations that are accessible to OWNER operations and maintenance staff as well as to provide service to each impacted property. As part of this evaluation, ENGINEER will evaluate new meter locations and service line routing to connect each applicant to the proposed line. In doing so, ENGINEER will consider design and construction schedule, constructability, access, easement requirements, and OPCC associated with the potential routes. ENGINEER will evaluate the impact of the alignment on existing utilities, streets, driveways, traffic and the environment.

C. Task 3 - Final Design Phase

- ENGINEER anticipates design will primarily be based off of available GIS data.
- Furnish necessary information to utility companies whose facilities may be affected by the Project. Coordinate potential conflicts with utility owners.
- 60% Review: Furnish preliminary (60%) plans, specifications, and opinion of probable construction cost (OPCC) marked “Preliminary” for approval by the OWNER. ENGINEER will participate in a review meeting with the OWNER to present the preliminary plans and specifications and receive comments. The

drawings will be in sufficient development to show the overall layouts and design intent. They will include general project notes and information required for construction, detailed design based on field investigation data, and special details but will not include many notes and minor details. The specifications will include draft technical specifications for major equipment/material items.

- 90% Review: Furnish preliminary (90%) plans, specifications, and opinion of probable construction cost (OPCC) marked “Preliminary” for approval by the OWNER. ENGINEER will participate in a review meeting with the OWNER to present the preliminary plans and specifications and receive comments. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining.
- Based on OWNER comments and coordination, ENGINEER will prepare final construction plans, specifications, contract documents, and updated OPCC for the project. The plans and specifications will be used for the Permitting, Bidding and Construction Phase.

Deliverables for Task 3 – Final Design include:

- 60% design drawings, technical specifications, and OPCC
- 90% design drawings, technical specifications, and OPCC
- 100% permitting & construction drawings, front end and technical specifications, and OPCC.

D. Task 4 - Permitting

Upon completion of the design services and approval of “Final” drawings and specifications by the OWNER, ENGINEER will proceed with the performance of services in this phase as follows.

ENGINEER will assist the OWNER in acquiring the necessary permits and approvals for construction of the proposed water lines. ENGINEER will pay fees associated with the permits. The following permits are anticipated:

- NCDOT Encroachment Permit – It is assumed that all or a portion of the line(s) replacement will be located within NCDOT rights-of-way and will require an encroachment agreement. ENGINEER will prepare the applicable applications and coordinate with the agency and address questions and comments until a permit is received.
- NCDEQ Erosion and Sediment Control Permit – It is anticipated that erosion control permits will be required. ENGINEER will design and include erosion control measures and details in the plans. ENGINEER will submit the permit application(s) to the DEQ Division of Energy, Mineral and Land Resources and will coordinate with the agency to address questions and comments until approval of the application.

- NCDEQ Public Water Supply Permit – It is anticipated that a public water supply permit will be required. ENGINEER will submit the permit application(s) to the DEQ Division of Water Resources and will coordinate with the agency to address questions and comments until approval of the application.
- USACE 401/404 Permit – ENGINEER will verify and document project is covered under a nationwide permit. No PCN or IP is anticipated or included in the scope.
- Duke Power Encroachment Permit – ENGINEER will coordinate, prepare and submit necessary documents for an encroachment permit with Duke Power at locations where proposed utility crosses Duke Power lines.

Additional permits are not included in the scope of work.

E. Task 5 – Advertising, Bid and Award Phase

Upon completion of the design phases, permitting and acquisition of easements, ENGINEER will proceed with the performance of services in this phase as follows.

1. Assist the OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to the OWNER for publication on their website. ENGINEER will provide OWNER with one (1) hard copy and one (1) PDF copy of bid drawings and project manual.
2. Distribute plans to bidders using a web-based bidding site. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Keep a record of prospective bidders and plan rooms and other parties to whom the bidding documents have been distributed. Advertise for bids on ENGINEER's website, and keep the website updated with addenda information, plan holder lists, and bidding information.
3. Attend and conduct a pre-bid conference.
4. Issue up to two Addenda as appropriate to clarify, correct, or change the bidding documents.
5. Assist the OWNER in the tabulation and analysis of the bids received and furnish recommendations on the award of contract as appropriate.
6. Assist the OWNER in the preparation of documents for execution of the construction contracts. ENGINEER will conform the contract documents, make five original copies for execution. ENGINEER will also make up to five conformed copies of the plans and specifications for use by the Contractor, the OWNER and Engineer.

F. Task 6 – Survey

1. ENGINEER will identify areas where survey is necessary and obtain OWNER's approval prior to commencing work. ENGINEER to provide field survey for up to 12,860 LF of pipe. ENGINEER will coordinate with NC811 and provide Level B SUE services for all 12,860 LF of pipe.
2. As authorized, provide easement exhibits including field work and mapping for up to 10 easements.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

None.

PART 4.0 OWNER'S RESPONSIBILITIES:

Owner's responsibilities are as shown in Multiple Project Agreement.

PART 5.0 PERIODS OF SERVICE:

ENGINEER is authorized to commence work on the Project upon execution of this Task Order and agrees to complete the services in accordance with the following schedule:

- 60% Submittal – Within 90 days from receipt of notice to proceed
- 90% Submittal – Within 60 days from receipt of comments on 60% submittal
- Final Submittal / Permit Submittal – Within 30 days from receipt of comments on 90% submittal
- Bid Phase – To be completed 90 days after permit approval/easement acquisition and under OWNER's direction to advertise.

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, and other reasons outside the reasonable control of ENGINEER.

PART 6.0 PAYMENTS TO ENGINEER:

1. Payment for Basic Services as Follows:
 - a. Task 1 (Project Management – Lump Sum) - \$7,050
 - b. Task 2 (Preliminary Design – Per Diem Not to Exceed) - \$12,500
 - c. Task 3 (Final Design – Lump Sum) - \$77,020
 - d. Task 4 (Permitting – Per Diem Not to Exceed) - \$17,970
 - e. Task 5 (Advertisement, Bid and Award - Per Diem Not to Exceed) - \$16,050
 - f. Task 6 (Survey – Per Diem Not to Exceed) - \$47,300

TOTAL: \$177,890

Rate for per diem not to exceed tasks are as outlined in Attachment A as referenced and incorporated herein.

2. Payment for Additional Services: None

Payment for Additional Services outside of the Basic Services Scope of Work shall be based upon a mutually agreed upon fee using a firmly defined scope of services. No work outside of the Basic Services will be performed without a fully executed amendment to this Task Order.

This Task Order is executed this _____.

OWNER

ENGINEER

UNION COUNTY,
NORTH CAROLINA

FREESE AND NICHOLS, INC

By: _____

By: _____

Name: Brian W. Matthews

Name: Bryan Jann

Title: County Manager

Title: Principal

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

Address: 222 S Caldwell St.
Charlotte, NC 28202

Approved as to Legal Form: BTI

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

Deputy Finance Officer

COMPENSATION

Compensation to ENGINEER for Basic Services shall not exceed One Hundred Seventy Seven Thousand Eight Hundred Ninety Dollars (\$177,890). Eighty Four Thousand Seventy Dollars (\$84,070) shall be paid as a lump sum as shown in the agreement. The remaining Ninety Three Thousand Eight Hundred Twenty Dollars (\$93,820) shall be computed on the basis of the Schedule of Charges. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Hourly Rate</u>
Professional - 1	120
Professional - 2	145
Professional - 3	170
Professional - 4	195
Professional - 5	230
Professional - 6	270
Construction Manager - 1	95
Construction Manager - 2	125
Construction Manager - 3	150
Construction Manager - 4	200
CAD Technician/Designer - 1	115
CAD Technician/Designer - 2	135
CAD Technician/Designer - 3	160
Corporate Project Support - 1	95
Corporate Project Support - 2	110
Corporate Project Support - 3	150
Intern/ Coop	80
Senior Advisor	225

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>			
Standard IRS Rates	<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75		
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$100	
	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100	
	Bond	\$0.25	\$0.75	Microscope (each)	\$150	
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day)	\$200	
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Guage (per day)	\$275	
				Coating Inspection Kit (per day)	\$275	
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each)	\$500	
	Binding (per binding)	\$0.25		Backpack Electrofisher (each)	\$1,000	
				<u>Survey Grade</u>	<u>Standard</u>	
				Drone (per day)	\$200	\$100
				GPS (per day)	\$150	\$50

OTHER DIRECT EXPENSES:

Reimbursable Expenses shall be reimbursed as set forth in Section 6.1.5 of the Multiple Project Agreement.