

**TASK ORDER No. 2**

**UNDER**

**MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

This Task Order (“Task Order”), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Apex (hereafter, “Town”) and Hazen and Sawyer (“Professional”).

WITNESSETH

WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated July 27, 2021 (“Master Agreement”); and

WHEREAS, Town has determined it is in need of Services for On-Call Engineering Services (“Project”), and Professional desires to provide such Services; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows.

1. Recitals, Purpose and Effective Date. The Recitals and the Master Agreement are incorporated into this Task Order. Each party represents and warrants that it has in its possession and is familiar with the Master Agreement, and agrees that such does not need to be attached to this Task Order. The purpose of this Task Order is to set forth specific terms and conditions pursuant to which Professional shall provide Services for the Project. The Project is Evaluation of the Current State of the Collection System and is further identified on Attachment 1 Scope of Work attached hereto and incorporated herein by reference. The Effective Date of this Task Order is the date on which it is executed by the last to execute this Task Order.
2. Commencement and Termination.
  - A. Professional’s services on Project shall commence upon a Notice to Proceed issued by Town or as otherwise provided in Attachment 1.
  - B. If the Master Agreement terminates before the Services provided hereunder are completed, then and in that event the Master Agreement shall continue as to Project until such time as Project is satisfactorily completed.
3. Schedule, Milestone Dates. Project schedule, including date by which Services shall be completed, and all deliverables to be delivered is provided in Attachment 1.
4. Fee for Services.
  - A. The total compensation for Basic Services is provided in Attachment 1.
  - B. The fee for Additional Services, if any, shall be determined as provided in Attachment 1, or, if not so provided, as provided in Agreement.

5. Key Personnel and Use of Subcontractors.
  - A. Professional's key personnel are provided in Attachment 1.
  - B. If Professional is to use subcontractors for a portion of its Services, then the following applies to such subcontractor(s):

No changes in Professional's key personnel or subcontractors designated in this Task Order as those who will provide Services shall be permitted except with the prior written consent of Town, which consent shall not be unreasonably withheld.
6. Insurance. Professional represents and warrants that all insurance requirements set forth in Agreement continue to be met.
7. Amendment. This Task Order may be amended only by written amendment of the parties.
8. Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.
9. Debarment and Suspension (Executive Orders 12549 and 12689). Professional hereby certifies that, during the term of this Task Order, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency pursuant to and in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
10. Byrd Anti-lobbying Amendment (31 U.S.C. 1352). Professional hereby certifies that it is in, and during the term of this Task Order shall remain in, compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment and further certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

11. Procurement of recovered materials (2 CFR 200.323). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements of 2 CFR 200.216(a) and shall not procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications are as described in Public Law 115–232, section 889.
13. Domestic preferences for procurements (2 CFR 200.322). Professional hereby certifies that during the term of this Task Order, the Professional and any of its subcontractors will comply with all applicable standards, orders, regulations and requirements of 2 CFR 200.322 to, as appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Professional**

**Town of Apex**

Name: Hazen and Sawyer  
Name of Professional (type or print)

\_\_\_\_\_  
Shawn Purvis, Interim Town  
Manager

By:   
(Signature)

Title: Vice President

Attest:   
(Secretary, if a corporation)

Attest:  
\_\_\_\_\_  
Town Clerk

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

\_\_\_\_\_  
Finance Director

# ATTACHMENT 1

## SCOPE OF WORK

The Project is Evaluation of the Current State of the Collection System

The Basic Services are broken into the following tasks:

The Town plans to use the Asset Inventory and Assessment Grant to assess the current state of the collection system, which consists of approximately 310 miles of pipe and 32 pump stations and associated force mains. The focus is on assessing the aging infrastructure, as well as areas with suspected or known concerns that are mostly likely accelerating asset deterioration rates. This project builds on and updates a SSES/AIA project that the Town performed over twenty years ago. All activities will adhere to North Carolina Division of Water Infrastructure's "Water and Wastewater Utility Evaluation Guidance Document: Asset Inventory & Assessment, Capital Cost, and Operating Cost Analyses." The proposed tasks are outlined below.

### **Task 1 – Initial System Evaluation**

The Initial System Evaluation task will develop an effective plan for field condition services by examining the known data for the system and focus on problem areas. This task will allow field work to be appropriately planned and maximize the useful data for proper asset management planning. The following are subtasks for Task 1:

- Review Town collection system data
- Identify known problem locations and determine appropriate field condition services to assess these locations and determine appropriate improvements.
- Develop of field condition services plan that investigates the part of the system nearing the end of service life and the areas that are showing condition deficiencies.

### **Task 2 – Field Condition Services**

The Field Condition Services task will use industry standard field investigation techniques to assess the condition and performance of the collection system. The information obtained in Task 1 will allow for the investigations to target the areas of the collection system that will produce an effective prioritized list of system needs. The following are subtasks will be prioritized to target system issues identified in Task 1 and may be included in Task 2:

- Subsurface Utility Engineering Investigation
- CCTV
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Dye Testing
- Stream Crossing assessment

### Task 3 – Asset Management Plan Development

The Asset Management Plan Development task will use the data obtained by evaluating the current state of the collection system to identify and validate system needs, which will thereby inform future capital improvement project and maintenance activities. In addition, the filed investigation finding will inform the digital asset register, which is maintained in GIS and used to perform asset management analyses. The task will conclude the project with a written and/or digital asset management plan that uses a risk-based approach to prioritizing system needs in a financially constrained environment. The following are subtasks may be included in Task 3:

- Risk-based Prioritization of System Needs
- CIP Development
- Life-cycle Modeling
- Financial Analysis
- Asset Management Plan Development and Report
- Dashboard development
- SCADA implementation

#### Project Schedule and Deliverables:

The total project schedule shall be 420 days as outlined in the table below. Deliverables will be submitted in draft and final form and will include Risk-Based Asset Management Plan, digital field investigation results and updated asset registry in GIS. Draft and final copies of the Risk-Based Asset Management Plan will be provided to the North Carolina Division of Water Infrastructure.

#### Total Compensation for Basic Services:

A summary of the no to exceed fee is provided below:

Task	Fee	Duration
Task 1 – Initial System Evaluation	\$20,000	60 Days
Task 2 – Field Condition Services	\$200,000	240 Days
Task 3 – Asset Management Plan Development	\$180,000	120 Days
Total	\$400,000	420 Days

#### Method of Determining Fee for Additional Services:

Task Order is not to exceed. Any additional services outside the basic services described above will be performed under a different Task Order.

Key Personnel: Brian Porter, John Sorrell, Faris Matar

Subconsultants: To be determined after Task 1.