

Master Agreement No.: 2019-00000041

TASK ORDER No. 1
UNDER
MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Task Order (“Task Order”), made as of the 1st day of June, 2022, by and between the Town of Apex (hereafter, “Town”) and Black & Veatch International Company (“Professional”).

WITNESSETH

WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated October 2, 2021 (“Master Agreement”); and

WHEREAS, Town has determined it is in need of Services for On-Call Professional 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 Western Transmission Main – Phase 2 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.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 15 day of June, 2022.

Black & Veatch International Company

Name: Jeffrey D. Coggins
Name of Professional (type or print)

By: Jeffrey D. Coggins
(Signature)

Title: Associate Vice-President

Attest: Andrea C. Bernica
Andrea C. Bernica, Secretary
(Secretary, if a corporation)

Town of Apex

Catherine Crosby
Catherine Crosby, Town Manager

Attest: [Signature]
Town Clerk



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

[Signature]
Finance Director

ATTACHMENT 1

SCOPE OF WORK

The Project is Western Transmission Main – Phase 2

The Basic Services are: Engineering survey, design, permitting assistance, bidding services, construction administration and limited construction observation in support of the project as described in the task order.

A detailed breakdown of the Scope of Work is provided as **Attachment 2.**

Project Schedule and Deliverables:

<u>Deliverable</u>	<u>Date</u>
NTP	5/2/2022
Level 1.5	8/19/2022
Level 3.0	10/28/2022
Permits Obtained	12/30/2022
Bidding & Award	2/24/2023

Total Compensation (Lump Sum) for Basic Services (Excluding CA/CO): **\$170,900.00**

Total Compensation (Not-to-Exceed) for scope item II.C for SUE: **\$12,500**

Total Compensation (Not-to-Exceed) for scope item II. B For (3) easement plats: **\$3,300.00**

Total Compensation (Not-to-Exceed) for scope item II. C. Geotechnical: **\$13,750.00**

Total Compensation for Construction Admin (Lump Sum): **\$28,000.00**

Total Compensation for Construction Observation (hourly not to exceed): **\$35,000.00**

Total Task Order Amount: \$263,450.00

Method of Determining Fee for Additional Services: *Negotiated as needed.*

Key Personnel: Principal in Charge – Jeff Coggins, P.E.
 Project Manager – Lee Campbell, P.E.
 Engineering Manager – Patrick Stout, P.E.

ATTACHMENT 2

DETAILED SCOPE OF SERVICES

Owner: Town of Apex
Engineer: Black & Veatch International Company
Project: Western Transmission Main - Phase 2

This Scope of Services outlines the scoping details for the Western Transmission Main – Phase 2 Project (hereinafter referred to as “Project”).

The Town of Apex (hereafter referred to as “Owner”) desires to construct 4,600 linear feet of 20-inch water lines need to be installed on Old US Hwy 1/Salem Street to fill in gaps on a 20-inch water main through this area. The new water main is broken into 4 non-contiguous segments along the route.

Black & Veatch International Company (hereafter referred to as “Engineer”) will be responsible for the execution of the Project subject to this agreed to scope of services. The Project Owner will be the Town of Apex.

This scope of this contract will include the following services:

1. Project Management
2. Surveying
3. Subsurface Utility Locations
4. Geotechnical Investigation
5. Detailed Design
6. Permitting
7. Bidding
8. Construction Phase Services

NOTE: Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with any construction project; or (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes.

A general description of the scope of services to be provided as part of each phase of the Project follows.

I. Project Management

- A. General Project Management. Black & Veatch will provide project management services for the Project executing and/or coordinating all work necessary for completion of the Project. General tasks to be completed will include:

1. Project contract development and negotiation with Project Owner
2. Contract development and negotiation with engineering sub-consultants and other technical sub-consultants.
3. Administration and management of all sub-consulting contracts.

4. Conceptual development and coordination of design projects.
 5. Management of all Project team members through conceptual design.
- B. Contracts. Identification of Project contracting responsibilities is provided below.
1. Town of Apex. Project Owner will be responsible for contract development, negotiation and administration of the following contracts in support of the Project:
 - a. *Engineering Services Contract*: Contract with Black & Veatch International Company for the services delineated in this scope of services as responsibility of the Engineer.
 - b. *Construction Contracts*: Individual construction services contracts with successful bidders of the construction project established as part of the Project.
 2. Black & Veatch International Company. Engineer will be responsible for contract development, negotiation and administration of the following contracts in support of the Project:
 - a. *Technical Sub-Consultants*: Contracts with technical service firms for services as identified in this scope of services. The following engineering consulting firms will be utilized for Project execution efforts.
 - Surveying, SUE, Easement Mapping: Stewart
 - Geotechnical Investigation: S&ME
 - b. *Additional Sub-consultants*. Engineer will employ additional sub-consultants as necessary for completion of the overall Project when deemed mutually beneficial to the Owner and Engineer.
- C. Schedule Management. Engineer will develop a master Project schedule for all activities established as part of the Project. The Master Project Schedule will be updated and distributed monthly and will include:
1. Project Engineering Phase
 - a. Major engineering services tasks
 - b. Technical services tasks
 - c. Coordination activities for Project Owner
 - d. Permitting tasks
 - e. Bidding tasks
 2. Project Construction Phase
 - a. Consolidation of construction project milestones into a consolidated Project schedule
 - b. Coordination activities between construction projects (if applicable)

- c. Coordination activities between construction projects and Project Owner operations team (if applicable)

The Project schedule of activities will be reviewed and finalized with Project Owner during the conceptual design and evaluation phase of the Project.

- D. Invoicing. Invoices will be submitted monthly based on percentage of work completed to date.

- E. Communication and Data/Document Management. A communication and data/document management system using the Engineer's standard software will be developed to facilitate communication between Project team members and data and document storage. Primary communication with Project Owner will be by Engineer with direct communication from major sub-consultants as authorized by Project Owner and Engineer.

1. Project Website. A Project Website (Sharepoint) may be established for storage of Project documents electronically. This will be a secure web accessible platform. Passwords can be established for all Project team members with security settings and accessibility established and maintained by Engineer. The Project Website can be used for the following:
 - a. Project Management and Reporting (Cost, Schedule, etc)
 - b. Engineering
 - Construction Documents
 - GIS Mapping
 - Results from Investigations & Evaluations
 - Change Management
 - Project(s) Communication

II. Preliminary Design

Under the Preliminary Design Phase, initial field services will be completed, including Survey/SUE and Geotechnical work.

A. Surveying

1. Topographic survey for the project corridor along Salem Street/Old US 1.
2. Conduct deed research to confirm existing easements and rights- of- way, in accordance with the standard of care for utility designs.
3. Location of identified subsurface utilities (SUE Scope described separately).
4. Establish traverse and survey control monument pairs tied to horizontal

datum NAD 83/North Carolina State Plane Grid Coordinates and vertical datum NAVD 88.

5. As-built survey and record drawings to be included in Construction Contract for Contractor's surveyor to provide.

B. Easement Plats

1. Develop up to 3 easement exhibit maps for Owner's (or Owner's representative's) use to procure easements.

C. Subsurface Utility Locations

1. Level B subsurface utility location services along the entire alignment where new water line is proposed.

D. Geotechnical Investigation

1. Bores will be taken at various locations along the alignment. Up to 5 total bores are planned to a depth of 15' or auger refusal, whichever occurs first.

III. Detailed Design

As part of Detailed Design, Engineer shall produce interim documents for the purpose of review by Owner's staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of Owner review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency, cost and schedule. Changes made after fixing features will be considered Additional Services. Engineer's Detailed Design services include:

A. General

1. Hold monthly progress meetings throughout the project. It is assumed that 6 project meetings will be held.
2. Conduct internal quality control reviews and constructability reviews at Project milestones.
3. Prepare detailed drawings and specifications and other Contract Documents for the proposed construction work and for the materials and equipment required. Conduct design review meetings with Owner at each Project milestone: Level 1.5 (50% complete), Level 3 (90% complete), and Final (100%).

4. The documents shall be prepared for bidding for selection of private construction contractors on a competitive bid basis, in accordance with North Carolina State bidding laws.
5. The Owner's standard front-end documents and technical specifications shall be used to the extent applicable. Specifications authored by Engineer shall serve to supplement standard specifications as applicable.
6. Prepare an opinion of probable construction cost at conclusion of Level 3 design.

B. Level 1.5 Design

1. Deliverables.
 - a. Level 1.5 Drawings
2. Decisions. Finalize alignment and verify proposed easements.
3. Discussion. Level 1.5 drawings will include the following:
 - a. Pipeline plan and profile drawings
 - b. Standard civil sewer details including valves, trenching, etc.. Owner standard published details used as applicable.
 - c. Cover sheet, location map, and general civil sheets for notes, legends, etc.

Upon completion of Level 1.5, the Engineer's quality control team will review the deliverables. Revisions shall be finalized before proceeding with Design Level 3. Level 1.5 represents approximately 50 percent of the design effort.

C. Level 3 Design

1. Deliverables.
 - a. Front-end documents (printed, 4 copies)
 - b. Technical specifications (printed, 4 copies)
 - c. Level 3 drawings (printed, 4 copies)
 - d. Opinion of Probable Construction Cost
 - e. Easement maps for property acquisition

2. Decisions. Make final coordination checks and remaining decisions on plans and specifications.

3. Discussion. Level 3 drawings shall include the following:

- a. Final pipeline plan and profile drawings
- b. Final details
- c. Final general civil sheets

Level 3 Design shall include providing sealed drawings and technical specifications after owner review, for submittal to regulatory review agencies. Documents shall be annotated to be a review set only and not for construction.

IV. Permitting & Final Design

A. Permitting Assistance

1. Provide assistance to Owner in obtaining permits and approvals from federal, state, and local agencies and from utility companies. The following permits and approvals are anticipated:

- a. Town of Apex – Water permit and TRC approval
- b. Erosion & Sedimentation Control Permit (NCDEQ)
- c. Encroachment Agreement with NC Department of Transportation

2. Meet with NCDOT and/or other local officials or permitting agencies in order to understand and comply with their requirements.

3. Update and finalize plans and specification with any required regulatory revisions for use as bid documents.

4. Fees for permit reviews, mitigations, etc. will be the responsibility of the Owner and are not included in fees associated with this Task Order.

V. Bidding & Award

Following receipt of authorization from Owner, Engineer shall perform the following services related to Bidding and Award of Contract.

- A. Assist Owner in advertising project(s) for bidding.
- B. Attend and conduct pre-bid conference(s), and develop minutes of the pre-bid conference(s).
- C. Reproduce and distribute Contract Documents to prospective bidders.
- D. Maintain a record of prospective bidders and others to whom Contract Documents have been issued.
- E. Prepare, as appropriate, interpretation, clarification, or further definition of the Contract Documents and provide to the Owner. Develop and issue addenda as needed.
- F. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- G. Prepare the certified bid tabulation.
- H. Evaluate bids and make a recommendation to Owner regarding award.
- I. Assemble and provide contract documents and facilitate execution of contracts by Contractor. Review contracts after execution by contractor prior to sending to Owner for execution.

VI. Construction Administration

After award of bids, assist Owner in administration of construction including interpretation of contract documents.

- A. Schedule and attend a pre-construction conference. Prepare agenda and provide minutes of meeting to attendees.
- B. Provide review of shop drawings and submittals for materials to be used in construction.
- C. Attend monthly construction progress meetings. Prepare agenda and minutes for each meeting. It is assumed 5 meetings including the pre-construction conference will be needed.
- D. Assist Owner in interpreting the intent of drawings and specifications throughout the project.

VII. Supplemental Services

Engineer agrees to perform supplemental services as requested by Owner. When the need for such services is identified, the Engineer will prepare a written Task Order which will include a scope, fee, and schedule; and submit Task Order to Owner for approval. If approved, Miscellaneous Supplemental Services will be performed upon receipt of written authorization from Engineer. The following are examples of what would be considered supplemental services to this scope of work (where quantities exceed those previously described in this Attachment):

- A. Public Meetings/Public Relations
- B. Meetings with Property Owners
- C. Funding Identification, Applications, or Administration.
- D. Full topographic surveys of the pipeline.
- E. Boundary Surveys
- F. Easement Mapping
- G. Subsurface Utility Engineering
- H. Odor Control Studies
- I. Meetings with local, state, or federal agencies to discuss the Project unless specifically included in the scope of services herein.
- J. Special consultants or independent professional associates requested or authorized by Owner not included in the scope of services herein.
- K. Any supplemental services identified in Attachments that are not specifically identified in this Scope of Services.