

BACKGROUND:

During the design process an alternative water line alignment was developed to reduce the overall easement impact to adjacent property owners. In lieu of the water and sewer lines sharing an easement across the Jordan Lutheran Church property, an alternative water line route was developed to split the water line easement between the Chapel Ridge Apartments and Jordan Lutheran properties. A plan and profile was developed and coordinated with the property owners and the Town. Ultimately, this alternative alignment was not pursued.

Moving forward, the Town desires revise the design to extend the water line along the Beaver Creek Commons Drive asphalt sidewalk, approximately 1,000 linear feet southwest to connect to the 24-inch water line in the casing installed under I-540.

SCOPE OF SERVICES:

ENGINEER will perform the following **Basic Services** upon Authorization:

Task 41 – Additional Final Design Services

1. Prepare Plan and Profile construction drawings (1 inch = 40 feet horizontal scale, 1 inch = 4 feet vertical scale) for approx. 1,000 LF of 12-inch water line along Beaver Creek Commons Drive.
2. Update the following items to incorporate the new water line alignment and changes to the sewer alignment:
 - a. Plan and Profile construction drawings related to sewer alignment.
 - b. Project Manual bid form and contracting documents.
 - c. Opinion of Probable Construction Cost for 90% and final design stages.
3. Additional survey along updated water line alignment. Survey between previously obtained survey and centerline of Beaver Creek Commons Drive. Survey will extend between existing waterline dead-end and I-540 right-of-way line.

Task 51 – Additional Permitting Services

1. Prepare and resubmit revised plans and specifications to the Town of Apex Construction Plan Review.
2. Coordinate new alignment and changes to environmental permitting subconsultant.

Task 60 – Bidding (Fee Adjustment)

1. Update construction services fee based on bidding in 2025.
2. Attend and facilitate an additional pre-bid meeting (a total of two meetings).
3. Field additional questions from prospective bidders and issue addendums for second bid (two total bids).
4. Attend additional bid opening (a total of two).

Task 70 & 80 – Revised Construction Phase Services (Fee Adjustment)

5. Update construction services fee based on current construction timeline. Assume construction will be complete in 2026.

Task 90 – Miscellaneous Technical Services

1. This task will serve as an allowance to cover work associated with unforeseen circumstances which are not part of the services described above. ENGINEER will obtain approval from the Town prior to using allowance.

Assumptions and Clarifications:

1. Additional services are those services not specifically included under the Basic Services described above.
2. No modeling is included. Water lines and gravity sewer are sized by the Town of Apex.
3. Fees associated with potential environmental mitigation are not included.
4. Geotechnical exploration is not included.
5. No archaeological or cultural resources surveys for the State Historic Preservation Office (SHPO) or the North Carolina Office of State Archaeology (OSA) are included.
6. No field surveys for federally listed threatened or endangered species are included.
7. Existing buried utility locations will be marked by NC One Call.
8. The Town will perform the following during the Construction Phase:
 - a. Facilitate Pre-Construction meeting and prepare meeting summary.
 - b. Facilitate monthly construction progress meetings and prepare meeting summaries.
 - c. Provided on-site observations during construction activities.
 - d. Prepare a punch list upon notification from the Contractor that work is Substantially Complete.
 - e. Collect and review Contractor's close-out documents.
9. Warranty period coordination with Contactor will be performed by Owner.

SCHEDULE:

Work schedule will progress sequentially as follows:

- Task 41 – Additional Final Design Services: 2 months
- Task 51 – Additional Permitting Services: 3 months

Remaining tasks will be completed as laid out in original agreement.

ENGINEER shall endeavor to complete work tasks in accordance with the above schedule. CLIENT acknowledges that certain aspects of the project, including regulatory review time and construction delays, are outside the ENGINEER'S direct control and may impact schedule significantly.

COMPENSATION:

ENGINEER will perform Basic Services described in the scope above for Additional Design and Permitting Services for a Lump Sum amount of \$70,900. Services will be invoiced periodically on a percentage of work completed and work in progress.

Phase	Subcontractors and Expenses	Total Fee
Task 41 – Additional Final Design Services	\$8,250	\$36,600
Task 51 – Additional Permitting Services	\$11,700	\$29,700
Task 60 – Bidding (Fee Adjustment)	\$440	\$4,600
	Total	\$70,900

ENGINEER will perform services described in the scope above for construction and miscellaneous technical services on a Time and Materials basis not to exceed for an additional \$42,000 without prior written notice. ENGINEER will notify Town once 75% of the construction phase budget has been used. Labor and expenses on this task will be invoiced according to the ENGINEER’s then-current Schedule of Rates. A copy of the current Schedule of Rates is attached. Subcontractor and project expenses will be invoiced at cost plus ten percent.

Phase	Subcontractors and Expenses	Total Fee
Task 70 - Construction Administration (Fee adjustment)	-	\$20,100
Task 80 – Construction Observation (Fee adjustment)	-	\$11,900
Task 90 - Miscellaneous Technical Services	-	\$10,000
	Total	\$42,000

Therefore, the total additional compensation to the project for the Scope of Services described above will not exceed \$112,900 without written prior notice.

Summary of Project Compensation:	Fee Ceiling
Original Agreement	\$250,000
Amendment No. 1	\$112,900
Total as amended	\$362,900