

TASK ORDER No. 002-2023
UNDER
MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Task Order ("Task Order"), made as of the _____ day of June, 2023, by and between the Town of Apex (hereafter, "Town") and WithersRavenel ("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 for Stormwater, Greenway Design, Surveying, Environmental, Geotech and CMT ("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 Reedy Branch Greenway (Sweetwater) 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 fixed fee 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 ___ day of June, 2023.

Professional

Name: _____
Name of Professional (type or print)

By: _____
(Signature)

Title: _____

Attest: _____
(Secretary, if a corporation)

Town of Apex

Catherine Crosby, Town Manager

Attest: _____
Allen Coleman, Town Clerk

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

Antwan Morrison, Finance Director

See Scope of Service Task Order