

ATTACHMENT TO EXHIBIT B
FIRM'S SCOPE OF SERVICE

Project scope:

Project outcome is described as the installation of approximately 40,000 lineal feet (LF) of 12-inch, 8-inch, and 6-inch diameter water lines to support the City's various pressure zones, creating redundant loop connections within the water distribution system. The initial six projects identified and funded through the NCDEQ-DWI SRF Helene, CDBG, and GoldenLEAF programs are as follows:

- Brookside Camp Road 12-inch water line, 3,500LF
- Rugby Drive 12-inch water line, 4,700LF
- Mountain Road 6-inch water line, 1,100LF
- Pace Road 12-inch water line, 8,600LF
- Howard Gap Road 12-inch water line, 20,000LF
- South Orchard Road 8-inch water line, 1,500LF

Assumptions:

- Howard Gap Road water line construction will be funded by a SRF, CDBG, and GoldenLEAF grants, design of this route will come from SRF Helene funding. CDBG monitoring, reporting, and administrative functions are not included in ENGINEER'S scope of service.
- Additional water line extension projects as identified by the OWNER will be added to the environmental report phase of this scope. Should project funding allow, portions or all these projects will be added to the design and construction phase at OWNER'S direction. Additional services will be requested for these efforts once the fee for initial scope of service has been exhausted.
- Construction administration and observation are not included in this scope of service. Construction administration and observation may be added via contract amendment upon award of construction contract(s).

SECTION ONE - GENERAL SERVICES

The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.

The ENGINEER shall provide necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under their supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.

The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the project, or before performing any Additional Services or before performing any other services which would not be included in the fee for Basic Services.

The ENGINEER shall comply with existing federal, state, and local laws and regulations regarding equal employment opportunities. The ENGINEER is further obligated to include requirements hereunder in any subcontract written in association with this agreement.

SECTION 2 – BASIC SERVICES

ENGINEERING REPORT / ENVIRONMENTAL INFORMATION DOCUMENT

- Consult with OWNER to determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- Review distribution system maps, project cost estimates, and schedules; gather initial project data and consult with OWNER to identify areas of additional design improvements to maximize project funding.
- Prepare updated cost estimates and determine final project footprint.
- Prepare Engineering Report / Environmental Information Document (ER/EID) in accordance with North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) requirements. Submit ER/EID to DWI for review and respond to DWI comments as required for approval. Based on the project nature, it is our assumption that a Categorical Exclusion (CE) will be issued for the project.

DESIGN AND PERMITTING PHASE SERVICES

- Set horizontal and vertical geodetic survey control as required along all project routes on NAD83(2011) and NAVD88 (GEOID12A).
- Acquire LIDAR, aerial imagery, and property parcel data for use as baseline mapping information. Spot elevations and directed field survey work as required for stream crossings.
- Contact NC One Call and request utility locations for the project area. Locate utilities as marked and incorporate into overall project survey information.
- Locate above-ground visible utilities on site. Locate planimetric data for above-ground features, accessible piping networks, roads, buildings, structures in the immediate project area.
- Coordinate topographic mapping and creation of digital terrain model of the site suitable to produce one-foot contour intervals.
- Establish NCDOT ROW lines as appropriate for the project area and import GIS property information. This scope does not include the layout/production of new plats, easements, or rights of way.
- Perform sufficient field pressure recordings and compile existing modeling information as provided by the OWNER as required to develop project flow and pressure calculations.
- Coordinate any subsurface and/or geotechnical investigations or similar types of testing and analysis needed for proper design within the initial scope of the project. Up to sixteen borings are anticipated and included in this scope of service.
- Prepare bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project. Bid documents for two construction contracts included in this scope of service.

- Review the design documents as described above with the OWNER for comments and approval throughout the design process. This shall include 30%, 60%, and 90% design submittals.
- Attend regular design progress meetings with the OWNER.
- Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. The following approvals/permits are assumed to be required for the project.
 - NCDEQ - Public Water Supply Section, Land Quality, & Water Infrastructure
 - NC Department of Transportation (NCDOT)
 - 401/404 Water Quality Permitting
- Prepare opinion of probable cost after submission of plans and specifications to NCDEQ and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements, or construction costs.
- Furnish copies of the final design documents as required to accomplish the design phase.

EASEMENT ACQUISITION ASSISTANCE

- Assist the OWNER in identifying required easements, up to twenty temporary and/or permanent easements are included in this scope.
- Property survey as required for each identified easement, plat or exhibit development, and assist OWNER with recordation as required.
- Assist the OWNER with development of easement document for execution by each affected property owner.
- Easement acquisition services for a maximum of twenty easements are included in this scope of service. Additional easements may be added via contract amendment as necessary.

BIDDING AND AWARD PHASE SERVICES

- Assist the OWNER in advertising the project for competitive bids. Advertisement publication costs to be paid separately by the OWNER as reimbursable costs to the overall project funding. ENGINEER'S scope includes advertisement of two construction contracts, with up to two bid attempts for each contract should insufficient number of bids be received on first attempt.
- On behalf of the OWNER respond to prospective bidders' request for information (RFI) and questions and prepare/publish project addenda, as necessary.
- Assist the OWNER with receiving, opening, and evaluating bids for the project.
- Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, equipment suppliers and provide documentation to assist OWNER in determining the lowest responsive, responsible bidder for the contract.
- Compile and submit all pertinent bid information to NCDWI for review and Authority to Award approval.

- Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- Schedule preconstruction conferences with the OWNER, Contractors, ENGINEER and all other applicable parties to ensure discussion of all matters related to the project.
- Preparation and submission of required SRF Helene funding documents as requested by the OWNER to secure first reimbursement payment and assistance throughout project as required for reimbursement requests.

SECTION THREE - EXCLUDED SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this agreement:

- Additional services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or OWNER's schedule. Any additional design scope beyond the six projects previously described will be considered additional services should scope exceed the agreed-upon not-to-exceed fee.
- Revising previously approved studies, reports, design documents, drawings, or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- Preparing environmental surveys, assessments or reports, including, but not limited to, biological and archaeological surveys, wetlands delineations, flood studies or certifications, or any other environmental site assessments or investigations not required during the ER/EID phase of the project.
- Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities, or persons necessary for satisfactory construction of the project except as otherwise stated in Section Two.
- Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.
- Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.
- Preparing applications and assisting OWNER with regulatory permits or approvals other than those previously listed.
- Easement acquisition specialist if required for extensive right-of-way acquisition.
- CDBG, GoldenLEAF funding administration and reporting.

SECTION FOUR - OWNER'S RESPONSIBILITIES

- Provide full information as to its requirements for the project.
- Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous documents and any other data relative to the project.

- Furnish the ENGINEER any existing data and information for property boundary, easement, railroad and road right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this agreement.
- Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.
- Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.
- Examine all sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
- Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.
- Bear all costs incidental to compliance with the OWNERS' responsibilities.
- Provide for funding agency coordination, including, but not limited to, reimbursement requests and periodic progress reports.

SECTION FIVE – PROJECT SCHEDULE

ENGINEER shall perform the Scope of Service in accordance with the following project schedule. All parties acknowledge that the Schedule is based upon timely receipt of information, approvals, and access from OWNER. Any delay caused by OWNER, third parties, force majeure events, or regulatory review may result in an equitable adjustment to the Schedule. ENGINEER shall promptly notify OWNER of any material anticipated delay affecting milestone or completion dates. Schedule beyond award of construction contracts shall be determined at construction contract execution.

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| • ER/EID Preliminary Engineering Submission | month 1-4 |
| • ER/EID Approval | month 6 |
| • Survey, Design, Permitting | month 2-10 |
| • Easement Acquisition | month 6-10 |
| • Bid Document Preparation | month 7-10 |
| • Bid/Award Construction Contracts | month 10-12 |
| • Funding Administration Assistance | month 1-12 |

SECTION 6 - PAYMENT TO THE ENGINEER

**EXHIBIT C
Hourly Fee Schedule for Scope of Work**

Services	Fee Type	Fee
A. Preliminary Engineering – ER/EID	Hourly	\$50,000
B. Survey	Hourly	\$173,000
C. Design/Permitting	Hourly	\$610,000
D. SRF Funding Assistance	Hourly	\$75,000
E. Easement Acquisition	Hourly	\$278,500
F. Bid/Award	Hourly	\$50,000
	SUB TOTAL	\$1,236,500
NOT TO EXCEED TOTAL =		\$1,236,500.00

The total fee for the completion of all Work contained in the Scope of Services shall not exceed \$1,236,500, including all reimbursable expenses, which shall be billed at the Firm's actual costs per the attached Rate Schedule.

**EXHIBIT D
FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES**

Additional Services to be performed in accordance with the attached fee schedule. Allowable reimbursable expenses will be paid at the Firm's actual costs. Allowable reimbursable expenses associated with the provision of additional services will be determined by the Firm and the City at the time the additional services are requested by the City.

STANDARD HOURLY RATE AND FEE SCHEDULE

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$335			
Principal – Regional Manager – Director	\$280	\$290	\$310	\$325
Practice Area Lead	\$245	\$275	\$300	\$310
Senior Project Manager	\$245	\$270	\$295	\$305
Senior Engineer	\$245	\$270	\$295	\$305
Project Manager	\$215	\$235	\$250	\$260
Senior Project Engineer	\$215	\$235	\$250	\$260
Project Engineer	\$175	\$190	\$200	\$210
Engineering Associate	\$150	\$160	\$165	\$170
Planner- Consultant – Designer	\$150	\$170	\$190	\$210
Engineering Technician	\$135	\$150	\$165	\$175
CAD Operator – GIS Analyst	\$115	\$125	\$140	\$150
Construction Services Manager	\$200	\$210	\$215	\$235
Construction Administrator	\$150	\$165	\$175	\$190
Construction Field Representative	\$125	\$135	\$150	\$160
Project Administrator	\$115	\$135	\$140	\$160
Funding-Financial Service-Manager	\$230	\$245	\$255	\$265
Grant Administrator	\$140	\$160	\$170	\$180
Environmental Specialist	\$120	\$130	\$135	\$140
Administrative Assistant	\$95	\$105	\$115	\$130
Survey Party Chief	\$115	\$130	\$145	\$165
Survey Field Technician	\$100	\$105	\$110	\$115

EXPENSES

- a. Mileage - \$.75/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter - \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment - \$35/hr.
- d. Aquatic Surveying Equipment – Vessel - \$250/day
- e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be billed at direct hourly rates.