

TASK ORDER -#1
McKim & Creed, P.A.

Date: November 9, 2021
Provider: McKim & Creed P.A.
Project: LCFWSA Kings Bluff Raw Water Main Break

Engineer's Services

This Task Order, consisting of 7 pages, referred to in and part of the **Professional Services Agreement between Owner and Engineer** dated August 20, 2021.

Engineer shall provide services in accordance with the in accordance with the Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

- A. Wetlands Delineation: NA
- B. Geotechnical Investigation: NA
- C. Survey: NA

A1.02 Preliminary Design Phase

- A. NA

A1.03 Permitting

- 1. NA

A1.04 Easement Maps

- A. NA

A1.05 Final Design Phase

- A. Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Project and available data. The LCFWSA 48" raw water main that is installed on the former DAK property and west of the Cape Fear River recently experienced a significant leak that will require repair to establish full operational service. This scope of services will entail engineering assistance during the repair operation to include technical assistance, bypass design, and field representation.

2. Advise Owner of any need for Owner to provide data or services which are not part of Engineer's Basic Services.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
- B. Develop a schematic design for a temporary bypass in conjunction with the County's emergency on-call contractor. Generally, this plan will include the following:
1. Plan view of bypass pipeline route
 2. Location of proposed tapping sleeve, valve, and line stop assemblies.
 3. Temporary access road for construction.
 4. Limits of the LCFWSA easement
- C. Provide technical assistance to include, but not limited to:
1. Review of existing system, record drawings, and available information
 2. Technical guidance on repair and bypass approach.
 3. Review of pipe material and applicable methods to tap or repair
- D. Provide coordination and communication during the bypass and repair process to include Brunswick County, LCFWSA, Pender County, CFPUA, and pertinent stakeholders.
- E. Provide Resident Project Representation (RPR) as appropriate during the bypass and repair construction process.

A1.06 Bidding or Negotiating Phase

- A. NA.

A1.07 Construction Phase

- A. NA

A1.08 Post-Construction Phase

- A. NA

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

Additional professional services can be provided (within the qualifications of the Engineer and associate firms) upon request by the County, or upon authorization by the County following recommendation of the Engineer. These services shall include but not limited to the follow:

1. Design services
2. Bid services.
3. Permitting services
4. Testing for soil or groundwater contamination.
5. Easement mapping or easement surveys.
6. Expert witness or technical support concerning property surveying or engineering matters for which the Engineer has no direct liability.
7. Geotechnical investigations
8. Providing for an environmental impact statement (EIS).
9. Providing for detailed investigations and/or surveys for archaeological sites, protected/threatened/endangered species of shellfish, fish, wildlife, and natural vegetation.
10. Providing for Phase 1 or Phase 2 Environmental Site Assessment for the project area.
11. Providing assistance for wetland delineation, permitting, or mitigation.
12. Surveying or SUE services
13. Providing for funding assistance for grant or loan applications that the County may decide to seek funding.
14. Providing for assistance for specialized special inspections services
15. Providing for a hydrogeological site evaluation

Payments to Engineer for Services

Basic Services - Lump Sum

The Professional Services Agreement is supplemented to include the following agreement of the parties.

Compensation for Basic Services - Method of Payment

A. Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount based on the following estimated distribution of compensation:

	<u>Amount</u>	<u>Duration</u>
a. Study and Report Phase	\$ _____	_____ days
b. Wetlands Delineation	\$ _____	
c. Geotechnical Investigation	\$ _____	
_____ Borings @ \$ _____ each		
d. Survey	\$ _____	_____ days
(Wetlands and Geotechnical work to be performed concurrent with Survey work)		
e. Preliminary Design Phase	\$ _____	_____ days
f. Permitting	\$ _____	_____ days
g. Easement Maps	\$ _____	_____ days
_____ Easements @ \$ _____ each		
h. Final Design Phase	\$ <u>\$40,000</u>	<u>61</u> days
i. Bidding and Negotiating Phase	\$ _____	_____ days
j. Construction Phase	\$ _____	_____ days
k. Post-Construction Phase	\$ _____	_____ days
Basic Services Total	\$ _____	_____ days

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
5. The date for project completion shall be determined by adding the above noted Total Duration, also known as the "Time for Completion" to the Effective Date of the Task Order.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

For Board of Commissioners Signature:

This Task Order, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This Task Order may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board /
Deputy Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

[ENGINEER]

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

For County Manager Signature:

This Task Order, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same. This Task Order may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Task Order by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

BRUNSWICK COUNTY

By: _____

Printed Name: Randell K. Woodruff

Title: County Manager

Date: _____

[ENGINEER]

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney