

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

TASK ORDER NO. 1

This Task Order under the Agreement (“Task Order No. 1”) is made and entered into this _____ day of _____, 2024, by and between Chatham County, a body politic and corporate of the State of North Carolina (the “County”) and The Wooten Company (the “Contractor”).

RECITALS

- A. The County and the Contractor entered into an Agreement dated and made effective the 1st day of July, 2022, and extended by Amendment to terminate June 30, 2025 (the “Agreement”).
- B. The County has requested that the Contractor provide engineering design, survey and construction management services for the extension of a water main on Hatley Road for the fee of \$342,700.00.
- C. The Contractor has agreed to perform the work as requested by the County and described in Appendix 1.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained herein, the County and Contractor agree as follows:

CHATHAM COUNTY

THE WOOTEN COMPANY

BY: _____
Dan LaMontagne, County Manager

BY: _____
Brian Johnson, PE, Vice President
The Wooten Company
120 N. Boylan Avenue
Raleigh, North Carolina 27603
919-828-0531 x 865
bjohnson@thewootencompany.com

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

Roy Lynch, Finance Director

Appendix 1

Scope of Work

DESIGN & SURVEY SERVICES

(1) Complete topographic survey including **approximately 8,500** linear feet on road shoulder and **2,500** linear feet of SO-foot-wide strip survey.

(2) Provide "level C" Subsurface Utility Engineering (SUE) services for horizontal subsurface utility location data. Including up to one (1) field meeting as needed.

(3) Provide preliminary research of existing easements and rights-of-way in the project area utilizing GIS data, DOT provided information and obvious existing property corners and monuments. This does not constitute a property or right-of-way survey of the project area. Advise the Owner of installation easements and rights-of-way needed for project.

(4) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of easements to be acquired for the construction of the project. Up to five (5) easement maps are included.

(S) Review existing model data to confirm water systems pressures.

(6) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to 4 meetings during the design phase.

(7) Identify wetlands, streams, and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Note that no wetlands are anticipated along the proposed route and only 1 or 2 stream crossings appear likely. Prepare PCN for a Nationwide Permit as necessary.

(8) Conduct geotechnical soil borings along the route at 1,000 foot intervals (i.e., up to 11 borings) for determination of rock within the construction corridor. Provide summary document noting geotechnical conditions and location/ depth of rock present, if located.

(9) Submit design drawings at the following stages for Owner review and approval: 50% and 90% (Permit and Quality Control Review).

(10) Prepare and furnish contract plans and specifications as necessary for the proper construction of the project and prepare all documents necessary for the taking of bids and the letting of contracts for the proposed work. It is understood and agreed that the Engineer shall be permitted to insert in the Owner's construction contract documents, provisions for reimbursement for printing, binding, mailing, and other costs incidental to issuing of said contract plans, specifications, and documents.

(11) Submit for approval of the plans and specifications proposed to the North Carolina Department of Environmental Quality including Division of Water Resources, Public

Water Supply Section and Land Quality and other regulatory and funding agencies as may be required for construction of the improvements.

BIDDING AND NEGOTIATION

(12) Assist the Owner in the advertising for bids.

(13) Furnish copies of the bidding documents as requested by the contractors, material suppliers, and other interested parties for bidding.

(14) Prepare, as may be required, written addenda amending the bidding documents.

(15) Conduct pre-bid conference at the location designated by the Owner. Minutes will be kept and distributed to all plan holders.

(16) Assist the Owner in the receiving of bids, tabulate same for ready comparison, collect required data from Low Bidder and provide to Owner, and advise the Owner to the best of our ability as to proper and judicious award of contracts.

(17) After award of contract(s), the Engineer will prepare the contract documents for execution by the contractor(s) and the Owner.

CONSTRUCTION CONTRACT ADMINISTRATION

(18) The estimated construction period for this project is 7 months.

(19) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.

(20) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.

(21) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.

(22) Establish baselines for locating the main components to be constructed. The contractor will be responsible for providing any day-to-day construction staking that may be required.

(23) Provide general Engineering review of the work of the contractor as construction progresses and hold monthly progress conferences to ascertain that the contractor is conforming to the design concept and construction schedule.

(24) Cooperate and work closely with the Owner and appropriate regulatory agencies during construction.

(25) Review the contractor's application for progress and final payment, and when approved, submit same to the Owner for payment.

(26) As necessary, prepare change orders and make revisions to the contract documents for approval by the Owner and others on a timely basis.

(27) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, submit necessary certifications to Federal/State agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.

(28) The Engineer shall prepare record drawings. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the construction observer. Three (3) sets of prints and a pdf copy of the record drawings will be provided to the Owner.

CONSTRUCTION OBSERVATION

(29) After award of the contract(s), the Engineer will provide half-time observation of the construction on the project during periods of significant construction work being performed and at other times will provide periodic observation of the work as appropriate to the state of construction. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of work days on the project is 75 days (on average 2.5 days / wk).

(30) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

(31) Engineer will submit observation reports to the Owner on a regular basis.

{32} Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

ADDITIONAL SERVICES

- Level A or B SUE Services
- Special Environmental Surveys (T&E, SHPO, etc.)
- Preliminary Studies
- Redesigns after Final Plans and Specifications have been accepted by the Owner.
- Appear before courts or boards on matters of litigation or hearings related to the project.
- Design other additional utilities improvements not included in the original scope of services.
- Conduct additional work or extended services during construction due to the fault of the Contractor or due to the overrun in time for construction.
- Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.
- Grant/Loan administration.
- Provide Construction Staking services for the Contractor.

Schedule

We propose to begin the above scope of work on or after July 1, 2024. The work will be completed on a mutually agreeable schedule but all components, including construction, should be able to be completed within two (2) years.

Proposed Fees

We propose to provide the above work for a total fee of **\$342,700** as shown in the Fee table below.

Task	Basis of Payment	Fee
Engineering Survey Services	Lump Sum	\$39,600
Design & Permitting Services	Lump Sum	\$128,700
Bidding Services	Lump Sum	\$7,900
Construction Administration Services	Hourly (est.)	\$50,200
Construction Observation Services	Hourly (est.)	\$83,800
Geotechnical Services	Hourly (est.)	\$12,500
Easement Survey & Mapping	Hourly (est.)	\$15,000
Wetland /Stream Delineation		\$5,000

Billings for hourly work will be calculated using the labor rates of the employees involved as listed on the attached Schedule of Fees plus mileage at the current IRS standard mileage rate and out of pocket expenses at cost. Only those services as described within the base scope of services are included in the fee. Should modifications or additions to the scope of work be requested, we will prepare a written amendment to the services agreement to include such services at additional cost for your approval prior to initiating with the work.



SCHEDULE OF FEES
Hourly Rates for Wage Categories
7/1/2023

Wage Category	Hourly Billing Rate
Engineer I	\$ 132
Engineer II	\$ 161
Engineer III	\$ 191
Engineer IV	\$ 229
Engineer V	\$ 269
Architect I	\$ 113
Architect II	\$ 164
Designer I	\$ 94
Designer II	\$ 111
Designer III	\$ 133
Designer IV	\$ 164
Construction Admin I	\$ 135
Construction Admin II	\$ 190
Construction Admin III	\$ 245
Construction Observer / Resident Project Representative	\$ 123
Utility Coordinator II	\$ 144
Utility Coordinator III	\$ 220
Survey Technician I	\$ 54
Survey Technician II	\$ 74
Survey Technician III	\$ 91
Survey Technician IV	\$ 109
Survey Technician V	\$ 137
Surveyor II	\$ 121
Surveyor III	\$ 143
Surveyor IV	\$ 206
GIS Analyst I	\$ 97
GIS Analyst II	\$ 114
GIS Analyst III	\$ 132
GIS Analyst IV	\$ 145
Funding Coordinator I	\$ 90
Funding Coordinator II	\$ 125
Funding Coordinator III	\$ 170
Project Assistant	\$ 95

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate,
Subcontracted Services and other expenses at cost plus 10%.

Standard Hourly Rates are subject to periodic review and adjustment.