

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 CDM Smith (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 amendments 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 watermain on Wicker Drive and David Stone Drive and Old Farrington Road.
- 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

CDM SMITH

BY: _____
Dan LaMontagne, County Manager

BY: _____
Reed Barton, PE, Vice President
CDM Smith
5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
919-325-3500
bartonr@cdmsmith.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

Subject: Task Order #1: Wicker Drive, David Stone Drive and Old Farrington Road Water Replacements

- 8" Water connects to existing 8" water between David Stone Drive and Wicker Drive.
 - Approximately 250 linear feet.
- 8" Water on the south side of Old Farrington Road between Twin Branch Lane and Whippoorwill Lane connecting existing water lines at each end.
 - Approximately 1,500 linear feet

BASIC SERVICES

Basic Services to be provided by the ENGINEER under this Agreement shall include the following:

- Task 100 – Project Management & Meetings
- Task 200 – Data Collection
- Task 300 – Permitting
- Task 400 – Final Design

The detailed scope of services for the basic services included under this Contract are as follows:

1.1.1.1 TASK 100 PROJECT MANAGEMENT & MEETINGS

The project management task includes those activities involved with the detailed planning and subsequent monitoring and control of the project. In addition to the ENGINEER's normal in-house staff management and job tracking procedures, the following subtasks will be considered project management services:

1.1.1.2 101 - PROJECT MANAGEMENT

- Oversee budget, schedule and conformance to the project scope.
- Monitor the quality control program throughout the life of the project.
- Submit a progress report with each monthly invoice.

1.1.1.3 102 - PROJECT KICKOFF MEETING

A project kickoff meeting will be held with the OWNER to discuss the schedule, administrative procedures, responsibilities, communications, OWNER contacts, OWNER expectations, progress reporting, data collection, and other project matters as appropriate. Key stakeholders of the OWNER and ENGINEER's project team should attend.

1.1.1.4 103 - PROJECT PROGRESS MEETINGS

The ENGINEER shall meet with OWNER's representative(s) to keep the OWNER apprised of progress and significant issues. Meeting minutes shall be prepared by the ENGINEER and distributed to attendees summarizing key discussion and action items. Up to 4 meetings (not including the kickoff meeting) with the OWNER have been assumed for this Scope of Services with 1 meeting assumed to be in-person at the OWNER's offices and 3 meetings to be conducted virtually.

1.1.1.5 104 - HOA MEETINGS

The ENGINEER and OWNER shall meet with the homeowners association (HOA) at each pipeline location or possibly the HOA management group. Two in-person meetings are included. ENGINEER will develop color exhibits showing proposed alignments along with existing utilities and surface features.

Deliverables

- Monthly project summary status reports with invoices
- Project Meeting Minutes
- Project Schedule

1.1.1.6 TASK 200 DATA COLLECTION

Data Collection will consist of the following:

201 - TESTING:

- OWNER is performing some pressure testing upstream and downstream of the existing interconnections with City of Durham on the transmission main. This information will be provided to ENGINEER for review and further discussion.

202 - EXISTING RECORD DRAWINGS:

- OWNER to provide record drawings which will be reviewed and incorporated into design.
- OWNER to also check and confirm if a valve exists on the 16" water main connection at Raintree Bend.

203 - SURVEY:

ENGINEER and its survey sub-consultant will perform topographic and planimetric surveying services that includes all horizontal and vertical locations of existing structures, utilities, pavement, land features, significant or "specimen" trees 12 inches in diameter and larger, rock outcroppings, and property/Right of Way establishment and establishment of easements readily available. Level-B Subsurface Utility Engineering (SUE) will be completed to identify underground utilities within the project area. Up to five (5) Level A SUE test holes are included in the PROJECT to identify horizontal and vertical locations of underground utilities that may conflict with the proposed infrastructure. Surveying will be in accordance with current North Carolina surveying standards and conducted using conventional, GPS, or other accepted methods. Prior to actual construction of the final proposed PROJECT, the survey subcontractor will establish temporary benchmarks for survey of the PROJECT area and for use by the selected general contractor for both horizontal and vertical control during the construction phase of the PROJECT. These

benchmarks will be set in accordance with current NC surveying standards and at a level acceptable for construction control.

The cost assumes approximately 1,750 feet of survey where water main replacement is recommended. Survey width is assumed to be 100 feet overall along the pipeline route.

The ENGINEER's sub-consultant will provide traffic control services associated with survey and SUE services. The cost for this task includes basic maintenance of traffic performed by the Surveyor and up to one (1) day of traffic control requiring a separate traffic control subconsultant for arrow boards, flagging, etc. to perform the survey and/or Level A SUE test holes.

Plats and Legals are being assumed for 2 new easements.

204 - INVESTIGATION:

ENGINEER perform a wetlands investigation of each site, flag the limits and complete the required Preliminary Jurisdictional Determination (PJD) with the United States Army Corps of Engineers (USACE). A survey for waters of the US will also be provided. It is assumed no stream or wetland impacts will be incurred on this project.

Threatened and Endangered Species (T&E) will be researched for the area and documented.

205 – SITE VISIT:

ENGINEER will visit the site to observe field conditions, gather photographs and data and confirm survey information.

Deliverables

- Copy of final signed survey in pdf format

TASK 300 PERMITTING

Applications for the required permits and approvals will be prepared for submittal to the respective agencies. The ENGINEER will make applications directly on behalf of the OWNER. This scope of work assumes that the following permits and approvals will be required:

- Sedimentation and Erosion Control Plan and National Pollutant Discharge Elimination System (NPDES) Stormwater NCG01 Permit – NCDEQ
- Encroachment Agreement (construction) – North Carolina Department of Transportation (NCDOT)
- Public Water Supply Authorization to Construct

It is assumed no 401 (NCDEQ) or 404 (Nationwide) permits will be required for this work.

Up to \$1,000 in permitting fees will be paid by the ENGINEER.

Deliverables

- None

1.1.1.7 TASK 400 FINAL DESIGN
401 - DESIGN DRAWINGS AND SPECIFICATIONS

ENGINEER shall prepare Contract Documents showing the extent of the work to be performed by Contractor, and Technical Specifications. The ENGINEER's front end (Division 0) and technical specifications will be used unless otherwise requested by OWNER. The Contract Documents will be developed as a single package assuming one construction project.

The cost for this task is based upon the assumed reaches, footages, and methods shown as follows:

- 250 LF of 8" Water connecting to existing 8" water between David Stone Drive and Wicker Drive.
- 1,500 LF of 8" Water in Old Farrington Road connecting to existing 8" water in Twin Branch Lane.

Drawings shall be prepared on 22"x 34" sheets. Plan and Profile drawings will be at a 1" = 30' horizontal scale and 4:1 vertical scale. The estimated drawing list will include the following:

- Cover Sheet
- General Notes, Abbreviations and Key Map
- Plan and Profile (up to 3 sheets)
- Civil Details (up to 2 sheets)

ENGINEER will provide design documents for OWNER review at the 60 percent and final design milestones. Full front end and technical specifications will be provided at each submittal milestone. ENGINEER will meet with OWNER staff to discuss review comments at the 60 percent milestone. After this review meeting, ENGINEER will make final changes and once permits are issued, submit a final, signed and sealed set of construction documents.

The cost for this task does not include detailed traffic control and pedestrian maintenance plans, transit rerouting plans, or pavement marking plans. Where traffic control is required, ENGINEER assumes that NCDOT traffic control standard drawings can be used by the Contractor to address the proposed traffic control during construction.

403 - OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE

Provide conceptual opinion of probable construction cost (OPCC) and schedule for the PROJECT at the 60 percent and final design stages. Review scheduling constraints with respect to time, funding availability, and PROJECT completion.

ASSUMPTIONS

The following assumptions were made during development of this Scope of Work. Changes to these assumptions can be included as an Amendment to this Agreement.

- OWNER will provide information described in Task 200 above.
- OWNER will provide GIS shape files for the NE quadrant.

- No geotechnical investigation is required.
- No NCDOT encroachment permit for data collection will be required.

EXCLUSIONS

The following exclusions were made during development of this Scope of Work:

- Bid Phase and Construction Period Services
- Preliminary Design Report
- Alternative alignment analysis
- Geotechnical Investigation
- Archaeological and Historical surveys

OWNER'S RESPONSIBILITIES

Furnish to ENGINEER, as requested for performance of Services, the following:

- Results of OWNER's field work and testing.
- GIS Shape Files
- Attend Project meetings.
- Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Engineer's scope of work does not include verifying Owner Provided Information for accuracy or completeness. Owner may request an independent review of Owner Provided Information by Engineer pursuant to a mutually agreed amendment to this Agreement. Engineer shall be entitled to an adjustment in price and schedule to the extent that any corrective action in Engineer's Services arises out of inaccurate Owner Provided Information..

TIME PERIOD OF PERFORMANCE

The ENGINEER estimates Tasks 100 through 400 will be completed within 6 months from issuance of a formal Notice to Proceed (NTP). The ENGINEER will commence work immediately after receiving a formal notice to proceed (NTP).

PAYMENT AND COMPENSATION

The total cost of all Basic Services shall be completed by the ENGINEER for a lump sum fee as shown in Table 1 below. The ENGINEER shall submit its invoices under the terms of this Contract on a monthly basis.

Table 1: Payment Amounts by Task

| Task – Description | Value |
|---|------------------|
| 1 – Project Management | \$39,000 |
| 2 – Data Collection | \$45,790 |
| 3 – Permitting | \$13,465 |
| 4 – Final Design | \$45,513 |
| TOTAL NOT TO EXCEED TASK AUTHORIZATION | \$143,768 |