



1. Assist the Client in advertising the Project for competitive formal bids. This will include preparing the "Advertisement" for use by the Client for advertising in local newspapers, Quest (online plan room), and the Client's website.
  2. Provide Client electronic copies of construction documents for advertisement and bidding.
- B. Pre-Bid Meeting**
1. Conduct a Pre-Bid Meeting In-Person with Client, NCDWI, prospective bidders, and material suppliers. Consultant will prepare the agenda, take notes, and prepare a summary report of the meeting for distribution.
  2. Manage the project addendums. After the Pre-Bid meeting, Consultant will issue an Addendum with the Pre-Bid Meeting Summary. During the bidding phase, Consultant will issue additional addenda as deemed necessary by Consultant and/or the Client.
- C. Bid Opening, Tabulation and Recommendation of Award**
1. Conduct the bid opening (Virtual and In-Person), prepare the bid tabulation documents, open bids and read into record as well as discuss the bid results with the Client.
  2. Tabulate the bids and issue an opinion to the Client as to the lowest responsive, responsible bidder for the project.
- D. Value Engineering**
1. In the event that the market volatility impacts the project cost beyond what can be reasonably be predicted, the Consultant will perform a value engineering process to reduce the project scope as to not impact the NCDWI score and stay within approved budget.

Deliverables

- ▶ Advertisement
- ▶ Construction Documents
- ▶ Pre-Bid Meeting and Addendums
- ▶ Bid Opening
- ▶ Bid Tabulation and Recommendation of Award
- ▶ Value Engineering (If Required)

**Task 6 - Construction Administration**

As construction administration and review services are requested by the Client, Client agrees that such administration, review, or interpretation of construction work or documents by Consultant shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

**A. Execution of the Construction Contract**

Assemble the contract documents for and assist the Client with the execution process between the Contractor and the Client.

**B. Pre-Construction Conference**

Conduct one (1) Pre-Construction Conference (Virtual and In-Person). At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, payment



procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Consultant will prepare and provide a meeting summary to the Client and the Contractor. The Contractor shall be responsible to provide its Sub-Contractors with the meeting summary(s).

**C. Construction Contract Administration**

Consultant will act on behalf of the Client and act as its representative during the estimated 238 calendar day construction period. Consultant will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as Consultant as stated in the General Conditions and Supplemental Conditions of the construction contract.
2. Administer the construction contract, respond to Contractor correspondence, issue instructions from the Client, and maintain a complete document file for the Project.
3. Maintain documents including but are not limited to correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports.
4. Supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

**D. Progress Meetings/Site Visits**

1. During the estimated construction period, Consultant will hold monthly progress meetings (Virtual and In-Person) from Notice-to-Proceed through Substantial Completion. In these meetings, the Client, Consultant, and the Contractor will address such items including but not limited to schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project.
2. Based on on-site observations by Consultant and RPR, Consultant will keep the Client informed of the progress of the work and may recommend to the Client to disapprove or reject work that does not conform to the Contract Documents.

**E. Shop Drawing and Submittals Review**

Consultant will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; Consultant will transmit one copy (Hardcopy or Digital) of shop drawings to the Client with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to a combined thirty-five (35) sets of Shop Drawings and up to five (5) reviews and responses to other submittals for the CDBG-I and CWSRF funding. Consultant will also review and log for compliance with American Iron and Steel (AIS) and Build America Buy America act (BABA). *Note: CDBG-I only requires BABA, but CWSRF requires both AIS and BABA.*

**F. Review Pay Requests**



1. Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Consultant will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. This subtask assumes the review and approval up to eight (8) pay applications.
2. By recommending payment, Consultant shall not thereby be deemed to have represented those observations made by Consultant to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or have involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

**G. Change Orders and Time Extensions**

Consultant will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Client, Consultant, or the Contractor. Consultant will maintain a listing of additional costs and credits as a result of change orders. Client agrees to review change orders prepared by Consultant and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond the scope of this Scope of Services or required through no fault of Consultant, requested by the Client or Contractor, shall be considered Additional Services. This subtask assumes the review and approval of up to a combined five (5) change orders for the CDBG-I and CWSRF funding.

**H. Final Walk-Through and Certification**

Consultant will conduct a walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Consultant will conduct one final walk-through review to determine if the work is acceptable and is in substantial conformance with the drawings and specifications to the best of Consultant's knowledge. Once Consultant and Client deem the work to be acceptable and in substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), Consultant can provide written notice of such to the Client. Additionally, Consultant can recommend final payment to Contractor as appropriate. Additionally, Consultant can certify that the Project was built within substantial conformance with the drawings and specifications (to the best of Consultant's knowledge), but only if:

1. Consultant has been allowed to observe construction activities, startup, and testing which he deems appropriate.
2. The Engineer has determined, based on his observations, that the construction was performed in a manner consistent with satisfactory standards.
3. Known nonconforming construction has been satisfactorily corrected.

**I. Prepare Record Drawings**

Using redline drawings, construction survey, and other information prepared by the Contractor and the RPR, Consultant will prepare Record Drawings for the Project and submit one (1) copy (Hardcopy or Digital) to Client.

**J. Standards of Performance**

1. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents. Consultant shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant or its Consultants.

**K. Post-Construction Phase**

Upon written authorization from Client during the Post-Construction Phase, Consultant shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or adjacent areas is defective and therefore subject to correction by Contractor.

**Task 7 - Construction Observation**

Consultant will provide Resident Project Representative (RPR) as a service to the Client. The duties are as follows:

- A. Observe the if the construction is proceeding according to the Drawings and Specifications.
- B. Document the work in daily field observation reports.
- C. Photographs of materials that are certified AIS or BABA compliant.
- D. Document weather conditions as well as the ability of the Contractor to perform the work.
- E. The subtask assumes that part time observation of approximately 12 hours per week under this agreement (CDBG) and 6 hours per week under agreement 23-0067-006 (SRF) at the current rate will be required during most of the project and for critical stages. Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding, may warrant periodic observation as determined by Consultant.
- F. The effort for this subtask is based on a forty (40) hour work week, Monday through Friday for the estimated 238 calendar day construction period. If the Contractor desires to work more than forty (40) hours per week and/or on weekends, the additional RPR effort and expenses shall be considered additional services. Owner shall approve any time above forty (40) hours per week and/or on weekends prior to commencement of the work.

Consultant has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Consultant will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Client can track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Client is modified, such that the contract time is extended, then Consultant reserves the right to negotiate an increase in the budget for this task.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

## D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in the Fee & Expense Schedule. The exclusions are described below but are not limited to the following:

### General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

### Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

### Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

### Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;

- Expert witnesses;

### Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

### Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

### Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;

- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

#### Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

#### Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

#### Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

#### Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

#### Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

## **E. Client Responsibilities**

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information, unless Consultant knows or should know that such information is not accurate or complete:

1. General:
  - a. Provide representative for communications and decisions;
  - b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
  - c. Preferred media platforms for communications with the Client;
  - d. Provide in writing, any information as to Client's requirements for design;

- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
  - f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
  - g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
  - h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
  - i. Attend Town or City meetings as required/needed;
  - j. Provide access to property for Consultant and subconsultants;
  - k. Discussions/negotiations with adjacent landowners;
  - l. Acquire all off-site utility and/or construction easements required for this Project;
  - m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
  - n. All submittal, review, or permitting fees associated with the Project;
  - o. Any legal representation requiring an attorney at law.
2. Project Specific:
- a. Provide Discharge Monitoring Reports (DMRs) for 2023,2024, and 2025.
  - b. Provide any information and documentation related to the project scope that was not previously gathered in the first WWTP project. Consultant will provide list of needed information.
3. Construction Specific:
- a. Arrange a pre-construction conference with the contractor, Client, Consultant, and other design professionals for the final Project coordination prior to the commencement of construction;
  - b. Provide direction and payments to contractors;
  - c. Coordination with contractor on scheduling or fulfillment of its responsibilities;
  - d. Distribution of approved plans and permits to contractor.

## F. Compensation for Services

### 1. Lump Sum

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with the Fee & Expense schedule. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Original Agreement	Amendment 1	Revised Fee Total
<b>Services provided under CDBG-I #18-I-3090 Planning Grant, prior to release of CDBG-I funds</b>				
1	Engineering Report	\$45,000	-	\$45,000
2	Project Management	\$5,000	-	\$5,000
<b>Subtotal provided under #18-I-3090</b>		<b>\$50,000</b>	<b>-</b>	<b>\$50,000</b>
<b>Services provided under CDBG-I #23-I-4156 Construction Grant, after release of CDBG-I funds</b>				
2	Project Management		\$50,000	\$50,000
3	Survey & Subsurface Utility Engineering	-	\$33,375	\$33,375
4	Design & Permitting Phase	-	\$431,870	\$431,870

5	Bidding Phase	-	\$40,000	\$40,000
6	Construction Administration	-	\$166,875	\$166,875
<b>TOTAL</b>		<b>\$50,000</b>	<b>\$722,120</b>	<b>\$772,120</b>

- a. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- b. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
- c. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
- d. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.

2. Hourly Fee

Consultant proposes to provide the Scope of Services previously outlined on an hourly basis at the current rate with an estimated budget as described in the following table, plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.

Task No.	Task Name	Original Agreement	Amendment 1	Revised Fee Total
7	Construction Observation	-	\$73,572	\$73,572
<b>TOTAL</b>			<b>\$73,572</b>	<b>\$73,572</b>

- a. Client shall pay Consultant for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's charges, if any.
- b. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- c. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Consultants' charges.
- d. Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
- e. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Consultant 's services for Client 's convenience. Upon notice, Client and Consultant promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Consultant 's services for Client 's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such

services are completed. If Client decides not to suspend Consultant 's services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant shall be paid for all services rendered hereunder.

**3. Fee Summary**

Task No.	Fee Type	Original Fee	Amended Fee	Revised Fee
1-6	Lump Sum	\$50,000	\$722,120	\$772,120
7	Hourly	-	\$73,572	\$73,572
<b>TOTAL</b>		<b>\$50,000</b>	<b>\$795,692</b>	<b>\$845,692</b>

**Payment**

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

**G. CDBG Contract Terms and Conditions**

No change to this Section

## H. Acceptance

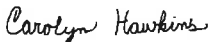
This Amendment is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this amended agreement will serve as the written Agreement between WithersRavenel and Town of Hertford. All Exhibits identified after the signature blocks below incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

TOWN OF HERTFORD

 Digitally signed by Carolyn Hawkins  
Date: 2025.09.17 09:27:33 -04'00'

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Carolyn Hawkins, PE PMP  
Name

\_\_\_\_\_  
Director of Water/Wastewater  
Treatment, Utilities  
Title

 Digitally signed by Glynn Fleming  
Date: 2025.09.17 09:28:10 -04'00'

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Glynn Fleming, PE CFM  
Name

\_\_\_\_\_  
Practice Area Lead, Utilities  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**PRE-AUDIT CERTIFICATION:** *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C.G.S. 159-28(a)).*

\_\_\_\_\_  
(Signature) (Printed Name of Finance Officer) (Date)

**ATTORNEY CERTIFICATION:** *Approved as to Form and Legal Sufficiency:*

\_\_\_\_\_  
(Signature) (Printed Name of Attorney) (Date)

6h



September 17, 2025

Doris Walton, Town Manager  
Town of Hertford  
114 West Grubb Street  
Hertford, NC 27944

**RE: Task Order for Town of Hertford  
Hertford SRF WWTP Rehabilitation Project  
Hertford, North Carolina 27944  
DWI Funding No. SRF-W-0002  
WR Project No. 23-0067-006**

Dear Mrs. Walton,

WithersRavenel is pleased to provide this Amended Task Order No. 13 for the Hertford SRF Wastewater Treatment Plant Rehabilitation Project. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,  
WithersRavenel

Carolyn Hawkins, PE  
Director of Water/Wastewater Treatment, Utilities  
chawkins@withersravenel.com  
Ph. 919.469.3340 | Direct. 919.238.0479

# **Town of Hertford Hertford, North Carolina Amended Task Order for Professional Services**

## **A. Preliminary Matters**

This Task Order is hereby included as an addition to and incorporated as part of the On-Call Services Agreement between Owner and Engineer for Engineer Services, Task Order Edition signed October 31, 2022, between the Town of Hertford ("Owner") and WithersRavenel, Inc. ("Engineer").

## **B. Description of Amendment 1**

Engineer has previously entered into an "Agreement" with the Owner, dated 1/13/2025, for the furnishing of professional services; the parties now wish to amend said "Agreement". Amendment 1 is for the design and construction of the rehabilitation and upgrades to the Hertford Wastewater Treatment Plant associated with the Clean Water State Revolving Fund (CWSRF). The project is also funded with Community Development Block Grant-Infrastructure (CDBG-I) funds. Professional Services to be associated with this funding source is captured under Engineer project number 24-1145-B. Because CDBG-I program requirements also impact non-CDBG-I funds, the Scope of Services contained in this Amendment shall be contingent upon the release of CDBG-I funds and funding conditions from North Carolina Division of Water Infrastructure (NCDWI).

This project includes the following as approved by the NCDWI:

- Grit Chamber Equipment Replacement
  - Like-for-like replacement of entire unit including chamber, grit pump, classifier, and blower
- Influent Pump Station Rehabilitation
  - Like-for-like replacement of one (1) pump, (1316 gpm at 34.5 TDH, 20 HP) one (1) VFD, and Control Panel
- Oxidation Ditch Repair and Equipment Replacement
  - Replace equipment and rehabilitate ditch walls/bottom as needed with ditch cleaning needed to gain access, and add catwalks for operational safety measures
  - Concrete floor and wall patching (440 SF)
  - Like-for-like replacement of the following:
    - Two (2) sluice gates (30")
    - One (1) sluice gate (24")
    - One (1) weir gate (4'x7')
    - One (1) rotating plate weir (72")
    - Six (6) mud valves (8")
    - Three (3) knife gate valve and operators (14")
- Aerobic Digester's Fine Bubble Aeration System Replacement
  - Replace equipment and aeration system components, emptying and cleaning aerobic digester to gain access
  - Like-for-like replacement of the following:
    - Air distributor PVC piping and fittings (150 LF, 4" diameter)
    - Air distributor DI piping and fittings (12 LF, 4" diameter)
    - One hundred and eight (108) membrane disc diffusers and O-rings
    - One hundred and eight (108) diffuser holders
- Effluent Pump Station Rehab

- Like-for-like replacement of one (1) (920 gpm at 110 TDH, 50 HP), three (3) check valves (6") for the effluent pump lines, three (3) VFDs, and Control Panel
- Like-for-Like Replacement of Process Control Valves and Gates Valves
  - Two (2) Slide Gates (Chlorine Contact Chamber, 24")
  - Three (3) Slide Gates (Flow Splitter Box, 4"x3/8"x1' 11")
  - One (1) Telescoping Valve (Sludge Holding Basin, 8")
- SCADA and Instrumentation Process Monitoring Improvements
  - Replace and upgrade nonfunctional SCADA system
- WWTP Security System Improvements
  - Addition of a security system to provide additional measures of safety
  - Server, monitor, up to six (6) cameras, and a firewall
- Disc Filters Removal and Disposal
  - Removal of Nonfunctional Disc Filters

Therefore, it is mutually understood that the "Agreement" is amended to include the Additional Services to be performed by Engineer and provisions for additional compensation from Town of Owner to Engineer, all as set forth within this Amendment. The parties ratify the terms and conditions of the Agreement which are incorporated by reference and any changes to those terms and conditions shall be noted in this amendment.

If there are any conflicts in rates and/or terms and conditions, those specified in this Amendment will take precedence.

### C. Timeline for Services

Engineer will begin work upon receipt of executed Amended Agreement and written notice to proceed from the Owner. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Approx. Time Frame
Engineering Report Submitted to NCDWI	02/28/2025
Engineering Report Approved by NCDWI	05/30/2025
Site Visit for Design	Within 2 Weeks of NTP of Amendment
Bid and Design Package Submitted & Received by NCDWI	11/15/2025
Bid and Design Package Approved by NCDWI	03/15/2026
Bid Information Submitted to NCDWI	06/30/2026
Execute Construction Contracts	08/31/2026
CDBG-I Grant Closeout <i>on or before</i>	12/19/2027

1. From the milestone time frames and factoring in variability in the approval process, Engineer estimates the total project timeframe for the Scope of Services to be approximately 2.5 years.
2. The estimated timeframe(s) may be impacted by, among other things:
  - a. Timeliness and additional permit and/or plan reviews of review agencies;
  - b. Timeliness and accuracy of information provided by the Owner and Owner consultants.
  - c. Services provided under CDBG-I Construction Grant are contingent upon release of CDBG-I funds and funding conditions.
3. Timeframe through construction will vary based on:
  - a. The Owner's schedule and phasing;
  - b. Contractor's progress and adherence to completion date;
  - c. Owner and/or Agencies requesting additional work.
4. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Engineer fees.
5. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Owner nor Engineer have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

## D. Scope of Services

Engineer shall provide the services identified under each task below as its "Basic Services" under the Agreement.

### Task 1 - Engineering Report/Environmental Information Document

- ▶ No changes to this task
- ▶ Services were provided under the CDBG-I Planning Grant, prior to release of CDBG-I funds and conditions.

## The following services are provided after the release of CDBG-I funds and conditions.

### Task 2 - Project Management

Engineer shall manage the project by:

- A. Keeping the Owner regularly informed of progress, providing oversight of the production tasks and managing the monthly billing and invoicing for the project.
- B. Evaluate available documentation of the infrastructure including previously collected GIS data, as-builts, and previous studies.
- C. Prepare maps and worksheets to facilitate the necessary data gathering related to the project.

#### Deliverables

- ▶ Site Visit

- ▶ Management and Invoicing

### Task 3 - Survey & Subsurface Utility Excavation (SUE)

#### A. Perform Survey Tasks

1. Locate select visible site features and improvements including, but not limited to, valves and appurtenances.
2. Horizontal control will be based on NC State Grid NAD'83 (2011) and vertical control will be based on North American Vertical Datum NAVD'88.

#### B. Perform SUE tasks

1. Perform Level B SUE field investigation using Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate utilities within the Wastewater Treatment Plant Site. Mark all utilities in accordance with American Public Works Association (APWA) guidelines using marking paint and/or pin flags.
2. Perform up to two (2) Level A SUE test holes to determine information such as size, depth, and material of critical utilities. All test hole locations will be surveyed and incorporated into project drawings.
  - a. Additional test holes will be considered additional services and will be charged on a per hole basis. Additional testing will not occur until written approval is provided by the Owner.
  - b. A surcharge of \$50 per foot will be added to depths greater than six-feet (6').
3. All information shall be incorporated into Test Hole Forms and be provided to the Owner at the conclusion of the project.
4. Test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Pipe Elevation.

#### Deliverables

- ▶ Survey
- ▶ Level B SUE
- ▶ Level A SUE

### Task 4 - Design and Permitting

Based on the data and other information developed as part of the preceding Agreement and amended Scope contained herein, Engineer will perform design services that include the following sub-tasks.

- A. Conduct a review of compiled data.
- B. Evaluate collected data to determine appropriate methods of construction.
- C. Engineer will consider the necessary logistics for maintaining wastewater treatment operation to minimize interruption to service.
- D. Prepare 60% Plans and Project Manual:
  1. The Engineer will prepare and submit to the Owner a 60% design set of plans, 60% specifications manual, and Opinion of Probable Construction Cost (OPCC).
  2. Conduct one (1) virtual 60% design review meeting.
  3. The following drawings will be included in this phase:
    - a. Site Plan

- b. Equipment location and general arrangement drawings
  - c. Key equipment selections
4. The design will be based on and conform to the standard specifications and details of the Owner and NCDEQ standards.
  5. Upon completion and acceptance by the Owner of the 60% design plans and project manual, basis of design is considered final and subsequent requests for changes may be considered Additional Services as noted herein.
  6. Owner shall approve 60% design in writing before work begins on the 90% design.
- E. Prepare 90% Plans and Project Manual:**
1. The Engineer will prepare and submit to the Owner a 90% design set of plans, project manual, and Opinion of Probable Construction Cost (OPCC).
  2. Conduct one (1) virtual 90% design review meeting.
  3. Owner shall approve 90% design in writing before work begins on the Final Design.
- F. The Engineer will prepare a Final Design set of plans, project manual, and OPCC.**
- G. Submit Bid Package to NCDWI:**
1. Upon approval by the Owner, the Engineer will submit final Plans/Project Manual to NCDWI for approval.
  2. The Engineer will address and incorporate review comments from NCDWI and re-submit to NCDWI for final approval.
- H. Upon approval by the Owner, the Engineer will submit an Authorization to Construct Permit Package to NCDEQ.**
1. All submittal, review, or permitting fees associated with the Project will be paid for by the Engineer.
  2. Engineer will address two (2) rounds of comments (make two (2) submittals) for each permit application. Additional submittals will be performed on an hourly basis per the attached Engineer Rate Schedule and billed as Additional Services.

#### Deliverables

- ▶ 60% Plans, Project Manual, and OPCC – Electronic
- ▶ 90% Plans, Project Manual, and OPCC – Electronic
- ▶ Final Construction Plans - Hardcopy & Electronic
- ▶ Final Project Manual - Hardcopy & Electronic
- ▶ Final Opinion of Probable Construction Cost
- ▶ Permit Submittals and Approvals

### **Task 5 - Bidding Phase**

Upon receipt of written authorization from the Owner, Engineer will perform the bidding services that include the following sub-tasks. This Task assumes a maximum of two (2) bidding cycles and a reevaluation of design for value engineering based on first bidding cycle. Additional bidding cycles shall be considered Additional Services.

#### **A. Bid Advertisement**

1. Assist the Owner in advertising the Project for competitive formal bids. This will include preparing the "Advertisement" for use by the Owner for advertising in local newspapers, Quest, and the Owner's website.
  2. Provide Owner electronic copies of construction documents for advertisement and bidding.
- B. Pre-Bid Meeting**
1. Conduct a Pre-Bid Meeting In-Person with Owner, NCDWI, prospective bidders, and material suppliers. Engineer will prepare the agenda, take notes, and prepare a summary report of the meeting for distribution.
  2. Manage the project addenda. After the Pre-Bid meeting, Engineer will issue an Addendum with the Pre-Bid Meeting Summary. During the bidding phase, Engineer will issue additional addenda as deemed necessary by Engineer and/or the Owner.
- C. Bid Opening, Tabulation and Recommendation of Award**
1. Conduct the bid opening (Virtual and In-Person), open bids and read into record as well as discuss the bid results with the Owner.
  2. Tabulate the bids and issue an opinion to the Owner as to the lowest responsive responsible bidder for the project.
- D. Value Engineering**
1. In the event that the market volatility impacts the project cost beyond what can be reasonably be predicted, the Engineer will perform a value engineering process to reduce the project scope as to not impact the NCDWI score and stay within approved budget.

#### Deliverables

- ▶ Advertisement
- ▶ Construction Documents
- ▶ Pre-Bid Meeting and Addendums
- ▶ Bid Opening
- ▶ Bid Tabulation and Recommendation of Award
- ▶ Value Engineering (If Required)

### **Task 6 - Construction Administration**

As construction administration and review services are requested by the Owner, Owner agrees that such administration, review, or interpretation of construction work or documents by Engineer shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

**A. Execution of the Construction Contract**

Assemble the contract documents for and assist the Owner with the execution process between the Contractor and the Owner.

**B. Pre-Construction Conference**

Conduct one (1) Pre-Construction Conference (Virtual and In-Person). At the pre-construction conference, procedural guidelines and specific Project requirements will be discussed with the Contractor. Among the items to be addressed are correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical

schedule requirements, payment procedures, staging areas, emergency procedures, survey control requirements, quality control procedures and requirements, and coordination with quality assurance testing. Engineer will prepare and provide a meeting summary to the Owner and the Contractor. The Contractor shall be responsible to provide its Sub-Contractors with the meeting summary(s).

#### C. Construction Contract Administration

Engineer will act on behalf of the Owner and act as its representative during the estimated 238 calendar day construction period. Engineer will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as Engineer as stated in the General Conditions and Supplemental Conditions of the construction contract.
2. Administer the construction contract, respond to Contractor correspondence, issue instructions from the Owner, and maintain a complete document file for the Project.
3. Maintain documents including but are not limited to correspondence, quality control procedures, daily observation records, shop drawing schedule, shop drawing and submittal log, change orders, scheduling, Project meetings, costs and disbursement data, and progress reports.
4. Supervise and manage the work performed by the Resident Project Representative (RPR) during construction.

#### D. Progress Meetings/Site Visits

1. During the estimated construction period, Engineer will hold eight (8) monthly progress meetings (Virtual and In-Person) from Notice-to-Proceed through Substantial Completion. In these meetings, the Owner, Engineer, and the Contractor will address such items including schedules, coordination problems, design issues, construction issues, pending change orders, outstanding shop drawings and other submittals, procurement delays, material or construction issues, and other issues related to completion of the Project.
2. Based on on-site observations by Engineer and RPR, Engineer will keep the Owner informed of the progress of the work and may recommend to the Owner to disapprove or reject work that does not conform to the Contract Documents.

#### E. Shop Drawing and Submittals Review

Engineer will review and respond to Shop Drawings and submittals which the Contractor is required to submit for conformance with the design concept and compliance with the information given in the Contract Documents; Engineer will transmit one copy (Hardcopy or Digital) of shop drawings to the Owner with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. Alternate requests will be reviewed for conformance with the Contract Specifications. This subtask assumes the review and response to up to a combine thirty-five (35) sets of Shop Drawings and up to five (5) reviews and responses to other submittals for both the CDBG-I and CWSRF funding. Engineer will also review and log for compliance with American Iron and Steel (AIS) and Build America Buy America act (BABA). *Note: CDBG-I only requires BABA, but CWSRF requires both AIS and BABA.*

#### F. Review Pay Requests

1. Based on the on-site observations, information provided by the RPR, and review of the applications for payment and the accompanying data and schedules, Engineer will assess the percentage of Project completion by the Contractor and recommend payments to the Contractor in the appropriate amount. This subtask assumes the review and approval to up to eight (8) pay applications.
2. By recommending payment, Engineer shall not thereby be deemed to have represented those observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or have involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

**G. Change Orders and Time Extensions**

Engineer will provide contract administration services in connection with changes to the construction contract that reflect minor changes or deletions requested by the Owner, Engineer, or the Contractor. Engineer will maintain a listing of additional costs and credits as a result of change orders. Owner agrees to review change orders prepared by Engineer and issue a directive on its opinion of the change order in writing. Larger changes or claims asserted by the Contractor and/or redesigns, analyses, or evaluation that are beyond this Scope of Services or required through no fault of Engineer, requested by the Owner or Contractor, shall be considered Additional Services. This subtask assumes the review and approval of up to a combined five (5) change orders for the CDBG-I and CWSRF funding.

**H. Final Walk-Through and Certification**

Engineer will conduct one (1) walk-through review with the Contractor and the RPR to determine if the Project has reached substantial completion and prepare a punch list of work items needed to meet final completion. After the Contractor has addressed the items in the punch list, Engineer will conduct one (1) final walk-through review to determine if the work is acceptable and appears to be in general conformance with the drawings and specifications to the best of Engineer's knowledge. Once Engineer and Owner deem the work to be acceptable and in general conformance with the drawings and specifications (to the best of Engineer's knowledge), Engineer can provide written notice of such to the Owner. Additionally, Engineer can recommend final payment to Contractor as appropriate. Additionally, Engineer can certify that the Project was built within general conformance with the drawings and specifications (to the best of Engineer's knowledge), but only if:

1. Engineer has been allowed to observe construction activities, startup, and testing which he deems appropriate.
2. The Engineer has determined, based on his observations, that the construction was performed in a manner consistent with satisfactory standards.
3. Known nonconforming construction has been satisfactorily corrected.

**I. Prepare Record Drawings**

Using redline drawings, construction survey, and other information prepared by the Contractor and the RPR, Engineer will prepare Record Drawings for the Project and submit one (1) copy (Hardcopy or Digital) to Owner.



J. Standards of Performance

1. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.
2. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Post-Construction Phase

Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or adjacent areas is defective and therefore subject to correction by Contractor.

### Task 7 - Construction Observation

Engineer will provide Resident Project Representative (RPR) as a service to the Owner. The duties are as follows:

- A. Observe the if the construction is proceeding generally according to the Drawings and Specifications.
- B. Document the work in daily field observation reports.
- C. Photographs of materials that are certified AIS or BABA compliant.
- D. Document weather conditions as well as whether the Contractor performed work.
- E. The subtask assumes that part-time observation of approximately six (6) hours per week under this agreement (SRF) and 12 hours per week under agreement 23-1145-B (CDBG-I) will be required during most of the project and for critical stages. Non-critical stages of construction that include activities such as clearing, stripping, erosion and sediment control, miscellaneous grading, and seeding, may warrant periodic observation as determined by Engineer.
- F. The effort for this subtask is based on a forty (40) hour work week, Monday through Friday for the estimated 238 calendar day construction period. If the Contractor desires to work more than forty (40) hours per week and/or on weekends, the additional RPR effort and expenses shall be considered Additional Services. Owner shall approve any time above forty (40) hours per week and/or on weekends prior to commencement of the work.

Engineer has no control over inclement weather, the sequence, productivity, and, most importantly, the timing with which the Contractor will complete the work, and thus the number of field observation hours may differ from the hours estimated. Engineer will only be paid for the actual number of RPR hours worked. A day-by-day log will be kept of RPR hours so that the Owner can

track the expenditure of these hours. If conditions of the Contract or the scope of the work defined in the Contract between the Contractor and the Owner is modified, such that the contract time is extended, then Engineer reserves the right to negotiate an increase in the budget for this Task.

If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

## **Task 8 - Funding Administration**

Upon receipt of written authorization from the Owner, Engineer will provide the following funding administration tasks:

### **A. General Administration and Financial Management**

1. Attend the project kick-off meeting with NCDWI to review funding requirements.
2. Assist the Owner in setting up a dual filing system (hardcopy and digital) for the Owner's funded project, to be kept and maintained at the Owner's location. Work with Owner project designees to ensure dual files stay current and comprehensive.
3. Assist the Owner in completing NCDWI paperwork including state assurances, progress reports, monitoring report forms, and others as required by NCDWI for the project.
4. Assist the Owner in reimbursement/disbursement payment requests and compile necessary supporting documentation for the Owner to review and execute. Create NCDWI finance packages for submittal to NCDWI. Assist the Owner in tracking NCDWI approval and financial management of project.
5. Act as liaison between the Owner and NCDWI.
6. Provide ongoing technical assistance regarding SRF regulations and NCDWI requirements.
7. Assist the Owner in close-out procedures and paperwork.

### **B. Project Implementation**

1. This Task assumes two (2) bidding cycles and one (1) re-evaluation of design for value engineering based on first bidding cycle. Additional and/or multiple bids will be considered Additional Services. Lengthy extensions beyond the established NCDWI milestones will be considered Additional Services.
2. Provide oversight and guidance of procurement procedures in accordance with NCDWI requirements and applicable federal and state regulations.
3. Conduct coordination sessions with the Engineer, Construction Administrator and Construction Observer, Owner, NCDWI, and Construction Contractor.
4. Provide quality control and quality assurance reviews with the Engineer and Construction Administrator in the creation of bid documents, solicitation of bids, pre-bid meeting, review of bids, assembly of construction contracts, and pre-construction meeting to comply with state and federal regulations, including minority business recruitment.
5. Support the Owner to complete necessary construction-related public notifications.
6. Work with the Owner to ensure compliance with all NCDWI guidelines during design, bidding, and construction.
7. Participate in pre-bid and pre-construction meetings by presenting CWSRF guidelines and discussing what will be expected from NCDWI during the course of the project.



8. Assist in processing construction Contractor payment requests approved by the Construction Administrator and Owner, to be submitted to NCDWI
9. Confirm debarment clearance and review MWBE documentation for all contractors/subcontractors for the Owner to verify.
10. Obtain federal wage decision(s) from the U.S. Department of Labor website.
11. Compare federal prevailing wage decisions(s) to the certified payrolls, timesheets, and supporting documentation to identify potential issues, and follow up on any discrepancies.
12. Conduct reviews of weekly certified Davis-Bacon payrolls (for up to five (5) total Contractors/Subcontractors under Basic Services and based on an estimated construction contract time period of eight (8) months).
13. Conduct at least one (1) set of employee interviews with each trade represented on-site for Davis-Bacon compliance, until a representative of trades and construction phases are obtained (for up to five (5) total Contractors/Subcontractors under Basic Services and based on an estimated construction contract time period of eight (8) months).
14. Obtain construction inspection reports and photos from the RPR to verify Davis-Bacon compliance, as needed.
15. Work with the Owner to prepare all necessary Davis-Bacon paperwork needed for NCDWI inspections
16. Work with the Owner, Contractor, and Engineer to prepare all necessary American Iron and Steel (AIS) and Build American Buy American (BABA) paperwork needed for inspections.

Deliverables

- ▶ Kick-Off Meeting, Pre-Bid Meeting and Pre-Construction Meeting
- ▶ Assist in Required NCDWI Paperwork/Compliance and Pay Applications
- ▶ Coordination Sessions
- ▶ Debarment Clearance Confirmation
- ▶ Davis-Bacon Payroll Compliance

## E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Engineer and its agents if requested in writing by the Owner and accepted by Engineer. Additional services shall be paid by the Owner in accordance with the Fee & Expense Schedule. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;

- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

#### Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

#### Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

#### Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

#### Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;

- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

#### Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

#### Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

#### Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

#### Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;

- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

#### Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Engineer for this project.

## F. Owner Responsibilities

The following are responsibilities of the Owner and Engineer will rely upon the accuracy and completeness of this information, unless Engineer knows or should know that such information is not accurate or complete:

1. General:
  - a. Provide representative for communications and decisions;
  - b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Owner;
  - c. Preferred media platforms for communications with the Owner;
  - d. Provide in writing, any information as to Owner's requirements for design;
  - e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
  - f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
  - g. Examine all agreements, reports, sketches, estimates and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Engineer;
  - h. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Project or the services of Engineer;
  - i. Attend Town or City meetings as required/needed;
  - j. Provide access to property for Engineer and subconsultants;
  - k. Discussions/negotiations with adjacent landowners;
  - l. Acquire all off-site utility and/or construction easements required for this Project;
  - m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Engineer;
  - n. All submittal, review, or permitting fees associated with the Project;
  - o. Any legal representation requiring an attorney at law.
2. Project Specific:
  - a. Provide Discharge Monitoring Reports (DMRs) for 2023,2024, and 2025.
  - b. Provide any information and documentation related to the project scope that was not previously gathered in the first WWTP project. Engineer will provide list of needed information.
3. Construction Specific:
  - a. Arrange a pre-construction conference with the contractor, Owner, Engineer, and other design professionals for the final Project coordination prior to the commencement of construction;
  - b. Provide direction and payments to contractors;
  - c. Coordination with contractor on scheduling or fulfillment of its responsibilities;
  - d. Distribution of approved plans and permits to contractor.

## G. Compensation for Services

### 1. Lump Sum

Engineer proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with the Fee & Expense schedule. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Engineer by Owner prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Original Agreement	Amendment 1	Revised Fee Total
<b>Services provided prior to release of CDBG-I funds</b>				
1	Engineering Report	\$95,000	-	\$95,000
2	Project Management	\$5,000	-	\$5,000
	<b>Subtotal</b>	<b>\$100,000</b>		<b>\$100,000</b>
<b>Services provided after release of CDBG-I funds</b>				
2	Project Management		\$20,000	\$20,000
3	Survey & Subsurface Utility Engineering	-	\$16,625	\$16,625
4	Design & Permitting	-	\$200,010	\$200,010
5	Bidding Phase	-	\$20,000	\$20,000
6	Construction Administration	-	\$83,125	\$83,125
8	Funding Administration	-	\$75,000	\$75,000
	<b>Subtotal</b>		<b>\$414,760</b>	<b>\$414,760</b>
	<b>TOTAL</b>	<b>\$100,000</b>	<b>\$414,760</b>	<b>\$514,760</b>

- a. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
  - b. The Lump Sum includes compensation for Engineer's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Engineer charges.
  - c. Engineer will bill the Owner for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
  - d. 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 completed during the billing period.
- ### 2. Hourly Fee

Engineer proposes to provide the Scope of Services previously outlined on an hourly basis at the current rate with an estimated budget as described in the following table, plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Task No.	Task Name	Original Agreement	Amendment 1	Revised Fee Total
7	Construction Observation	-	\$36,648	\$36,648
<b>TOTAL</b>			\$36,648	\$36,648

- a. Owner shall pay Engineer for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's charges, if any.
- b. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
- c. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
- d. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- e. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

### 3. Fee Summary

Task No.	Fee Type	Original Fee	Amended Fee	Revised Fee
1-6, 8	Lump Sum	\$100,000	\$414,760	\$515,760
7	Hourly	-	\$36,648	\$36,648
<b>TOTAL</b>		\$100,000	\$451,408	\$552,408

### Payment

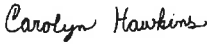
The Owner will pay Engineer for services and expenses in accordance with periodic invoices to Owner and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Owner. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Owner will pay Engineer for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Owner is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

## H. Acceptance

This Amended Task Order is valid 60 days from the date it is transmitted to Owner. Receipt of an executed copy of this agreement will serve as the written Amendment between WithersRavenel and Town of Hertford. All Exhibits identified after the signature blocks below are incorporated herein and are integral parts of the Agreement.

OFFERED BY:


WITHERSRAVENEL

 Digitally signed by Carolyn Hawkins  
Date: 2025.09.17 10:10:53 -04'00'

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Carolyn Hawkins PE PMP  
Name

\_\_\_\_\_  
Director of Water/Wastewater Treatment  
Title

 Digitally signed by Glynn Fleming  
Date: 2025.09.17 10:10:21 -04'00'

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Glynn Fleming, PE CFM  
Name

\_\_\_\_\_  
Practice Area Lead, Utilities  
Title

**PREAUDIT STATEMENT:** *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY:

TOWN OF HERTFORD

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title