

**Professional Services Agreement
For
Jackson County
CDBG-I Blue Ridge School Water and Sewer System Improvements
Engineering Services
Jackson County, North Carolina**

PROJECT DESCRIPTION

Blue Ridge Public School is located in the Glenville Community of Jackson County, North Carolina and is listed with Jackson County as PIN #7562-87-2237. The school has a well supplied water system which currently includes a 10,000 gallon pedestal gravity storage tank, elevated 56 vertical feet above grade. The school sanitary sewer system includes gravity sewers, conveying raw sewage to an existing, discharge type, aerobic treatment plant. The existing wastewater treatment facility is a “package” type 10,000 gallon per day extended aeration process plant. The existing 10,000 gallon per day sewer plant discharges treated effluent to Hurricane Creek under NPDES Permit NC0066958

The water and sewer improvements to be implemented under this project are to be CDBG funded through the NC Division of Water Infrastructure. The extent of proposed water and sewer improvements are summarized as follows:

Proposed water improvements will include the replacement of existing elevated storage with ground level storage and booster pumping. Following the successful installation and start up of the new ground level and booster pumping, the elevated pedestal tank will be dismantled and removed.

Proposed sewer improvements will include replacement and/or repair of existing exterior gravity sewers, on an as-needed basis, and will also include the replacement of the existing wastewater treatment plant with a new parallel treatment facility. Following the successful installation and start up of the new wastewater plant, the existing wastewater treatment plant will be dismantled and removed.

The services to be provided by the consultant are outlined under the following proposed scope of services.

Scope of Services

The consultant proposes to provide the following scope of services for the fees listed under Compensation:

Task 1: Design Surveys

The consultant will perform field surveys of both the water and sewer improvement areas, determining the locations and relative spot elevations of the existing grades and other physical features in the vicinity of proposed water storage and booster pumping improvements and in the vicinity of proposed sanitary sewer improvements as the consultant deems necessary for designing and preparing construction plans for the water and sewer system improvements as described. The survey vertical control will be based on an assumed datum. This survey is intended for engineering design purposes only and is not intended as a property survey or for use in the sale or conveyance of land, easements or rights of way.

Task 2: Engineering Report, Environmental Document, Final Design

- A. The consultant will prepare a water & sewer engineering report based on CDBG guidelines and submit to the NC Division of Water Infrastructure CDBG representative for review.
- B. The consultant will prepare a water & sewer environmental document based on CDBG guidelines and submit to the NC Division of Water Infrastructure CDBG representative for review.

- C. Using the design surveys developed under Task 1 and the engineering report, the consultant will perform calculations and evaluations as necessary to complete the final design of water & sewer improvements.
- D. Finalization of the design will include plans and details, as the consultant deems necessary, to define the scope of work for construction. The consultant will develop final plans (30" x 42" at appropriate scales) including construction stake-out data, details of water system storage, booster pumping, details of sanitary sewer line repairs/replacement, details of the new sewage treatment facility, site grading, erosion control and related improvements as required to describe construction. Final plans will include proposed grading, drainage and erosion control devices related to the construction of the proposed water and sewer improvements.
- E. Final plans will include detail sheets (30" x 42") providing selected details of construction on individual water system components and other related components as may be deemed necessary by the consultant.
- F. Technical specifications on materials and workmanship pertinent to the project will be developed in the consultant's standard modified CSI format. Technical specifications will include performance specifications on elevated tank and sewage plant demolition and will require the contractor to obtain site specific permits related to building permits related to construction and demolition.
- G. The consultant will assemble applications for a Jackson County Land Development permit, erosion control permit (as applicable), a NC Public Water Supply (NCPWS) permit and a NC Division of Environmental Quality (NCDEQ) Sewage Plant Authorization to Construct permit for the client's review and signatures. The consultant will assemble these permit application packages, including supporting documentation (ie: plans, specifications, calculations) and submit the application packages to Jackson County, NCPWS and the NCDEQ on the client's behalf. Permit fees are not included in the consultant's fees and will be paid for separately by the client.
- H. The consultant will furnish the client with a pdf copy and one (1) hardcopy of final plans and technical specifications.

Task 3 – Formal Bidding and Construction Contract Administration:

- A. The consultant will prepare bid documents including general conditions, bid forms, technical specifications, methods of measurement, etc. for use in advertising and bidding the project. Bid documents will be based on the consultant's standard documents based on NSPE/ASCE/ACEC Joint Committee documents. Bid, Performance and Payment Bond requirements will be described in the bid documents. Federal labor provisions, prevailing wage determinations and DBE goals are to be based on information provided by the NC Division of Water Infrastructure CDBG representative and will be incorporated into the bid documents by the consultant.
- B. The consultant will prepare the advertisement for bids for the client's review and assist the client in advertising the project. The costs of advertising (newspaper ads, etc.) are not included in the consultant's fees and will be paid for separately by the client.
- C. The consultant will distribute bid documents (plans and specifications) to qualified bidders on an as requested basis. Bid document printing and distribution costs will be paid for by the prospective bidders as a non-refundable bid document cost. The client will be provided with one set of "Bid Document" plans and specifications for their review and reference. The NC CDBG project representatives will be emailed pdf copies of bid documents for review and comment prior to release of bid packages to prospective bidders.

- D. The consultant will assist the client and the NC CDBG project representative in conducting a pre-bid conference at the client's local office at a specified time and date to review the project with prospective bidders.
- E. The consultant will answer contractor's questions and issue clarifications on an as-needed basis.
- F. The consultant will assist the client in conducting a bid opening at the client's local office at a specified time and date.
- G. The consultant will review all qualified bids received, forward copies of bids and related documentation received to the NC CDBG representative for review and make a recommendation to the client on award of the project.
- H. The consultant will prepare contract documents for review by the client, the client's attorney and NC CDBG representative and assist the client in executing the documents.
- I. The consultant will review the contractor's monthly payment requests and make payment recommendations to the client. The fee listed is based on the condition that all work and pay requests are completed within 180 consecutive calendar days following construction commencement.
- J. The consultant will conduct a final site visit prior to the contractor's final payment request and make a recommendation on final payment to the contractor.

Task 4 - Periodic Construction Observation:

Periodic construction observation services will be performed by the consultant consisting of periodic visits to the project site at stages of construction specified by the consultant to the contractor. The construction contract documents for the project will require the client's contractor to coordinate these visits with the consultant. Periodic observation services will require that the contractor leave excavations open and accessible until the consultant completes their site visit. Site security and safety will be the contractor's sole responsibility. The fee listed is based on the condition that all work is completed within 180 consecutive calendar days following construction commencement. Upon satisfactory completion of the project, the consultant will issue the engineer's certifications for completed water and sewer improvements. The consultant will attempt to perform bi-monthly Davis Bacon employee interviews while making periodic construction observation site visits if workers are on site and work is ongoing throughout the construction process. The client agrees to assist the consultant with performing Davis Bacon employee interviews on an as-needed basis.

Conditions of Agreement

- Prior to commencement of the consultant's work, the client agrees to provide the consultant with all available data on the existing water and sewer systems, available existing site information any ideas on the proposed water and sewer improvements as may be relevant to the project. The client agrees to provide the consultant access to any locked water and sewer system components.
- The client agrees to engage the services of a qualified NC Professional Geotechnical Engineer to provide geotechnical soils evaluations needed for design and periodic construction testing.
- The client understands that the services to be provided under this agreement do not include any of the following: permit application fees, fees imposed by utility companies (ie: tap or impact fees), property boundary or easement surveys, land title or right-of-way research, testing services,

architectural services, soil testing or subgrade evaluations , wetlands delineation, flood studies, fire protection systems (including sprinklers), planting plans, landscape irrigation system design, easement obtainment assistance or other services not specifically noted. The consultant can provide additional services if requested and approved by the client for a mutually agreed upon fee.

- It is assumed that the property is properly zoned and permitted for the client’s intended use. The client’s attorney will be responsible for providing the consultant with a description of any special restrictions, regulations, easements or other encumbrances and conditions that may impact or affect the project design and development.
- The consultant’s services do not include grant administration services other than those specifically listed in this agreement. All other grant administration related tasks will be performed by the client.
- The consultant’s services and associated fees are based on the assumption that water and sewer improvements will be incorporated into a single set of engineering reports, environmental documents, plans, specifications and bid documents and will be bid, administered and constructed as a single project.
- Fees listed in this agreement do not include previously performed preliminary engineering services.
- The environmental document described in this agreement and associated fees are based on the condition that the environmental document can be prepared and approved without the need for biological surveys or the use of specialty sub-consultants.

Compensation

The client agrees to compensate the consultant the following fees for the services described under *Scope of Services*:

Task 1: Design Surveys:

\$1,750.00 (Water) + \$1,600.00 (Sewer) = \$ 3,350.00 (fixed fee)

Task 2: Engineering Report, Environmental Document, Final Design

\$13,500.00 (Water) + \$40,400.00 (Sewer) = \$ 53,900.00 (fixed fee)

Task 3: Formal Bidding and Construction Contract Administration*

\$9,000.00 (Water) + \$12,000 (Sewer) = \$ 21,000.00 (fixed fee)

Task 4: Periodic On-site Construction Observation*

\$11,000.00 (Water) + \$18,000 (Sewer) = \$ 29,000.00 (fixed fee)

Total Water & Sewer: \$107,250.00 (fixed fee)

All fees shown include expenses. A portion of fixed fees will be billed monthly based on the consultant’s estimated percentage complete. *Fees for Task 3 and Task 4 services are based on the condition that all construction work will be completed within a 180 consecutive calendar day period.

AGREEMENT FOR PROFESSIONAL SERVICES

Engineering Services for Jackson County CDBG-I Blue Ridge School Water and Sewer System Improvements

This is an agreement effective as of September 6, 2018 between JACKSON COUNTY ("client") and LOFQUIST & ASSOCIATES, INC. ("consultant"). The consultant agrees to provide, or cause to be provided, the services set forth in this agreement and described under "scope of services" to the client. The client agrees to make payment for these services in accordance with this agreement. Consultant and client further agree as follows:

1.01 General Considerations

The standard of care for all professional engineering and related services performed or furnished by the consultant under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this agreement or otherwise, in connection with consultant's services. Consultant and its sub-consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between client and such contractor. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by client without consultation and advice of consultant.

All design documents prepared or furnished by consultant are instruments of service, and consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed. Client agrees not to use design documents or any portion thereof for any other purpose or other project. Digital files of standard specifications and standard details are not available to the client in cad or word processing formats.

To the fullest extent permitted by law, client and consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the project, and (2) agree that consultant's total liability to client under this agreement shall be limited to \$50,000 or the total amount of compensation received by consultant, whichever is greater.

The parties acknowledge that consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If consultant or any other party encounters a Hazardous Environmental Condition, consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until client: (i) retains appropriate specialists or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

The client understands that any cost estimates to be provided under this agreement are the consultant's opinion of anticipated costs for the type of work proposed. The consultant will base the cost opinion on experience and their knowledge of construction industry trends. The consultant can not guarantee the accuracy of cost estimates. Cost estimates are therefore not intended for firm budgeting or negotiations. The client understands that the actual costs of work are affected by many factors beyond the consultant's control.

The client agrees to furnish the consultant with valid documents, materials and information as necessary for the consultant to complete their work. The client agrees to provide the consultant with access to the project site as needed to perform their services. The Client understands that permitting fees, the cost of advertisements, utility related fees and any other fees not specifically noted to be included in the consultant's fees are to be paid directly by the client and are not included in the consultant's fees.

2.01 Payment Procedures

Where payment is not made in advance by the client in the form of a retainer, the consultant will prepare a monthly invoice in accordance with consultant's standard invoicing practices and submit the invoice to client. The client understands that invoices are due and payable within 30 days of receipt. If client fails to make any payment due consultant for services and expenses within 30 days after receipt of consultant's invoice, the amounts due consultant will be increased at the rate of 1.0% per month from said payment due date. In addition, consultant may, without liability, after giving notice to client, suspend services under this agreement until consultant has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

If authorized by client and agreed to by consultant, consultant shall furnish services in addition to those set forth under the scope of services. Client shall pay consultant for such additional services in accordance with consultant's current rate schedule or a mutually agreed upon fixed fee.

4.01 Termination

The obligation to provide further services under this agreement may be terminated by either the client or consultant. In the event of termination, the consultant agrees to furnish the client with printed copies of any pertinent project documents and incomplete, preliminary designs. Client agrees to pay consultant for all work, time and expenses incurred to date on the project. Client acknowledges that incomplete documents and plans can not be used for construction or other purposes. The consultant shall have no liability to client on account of such termination. If mutually agreed upon by both the client and the consultant, the effective date of termination may be set at a time up to 30 days later than otherwise provided to allow consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. The consultant shall reimburse the client any unspent portion of retainers paid by the client in the event of termination.

5.01 Successors, Assigns, and Beneficiaries

Client and consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of client and are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this agreement. Neither consultant nor client may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

6.01 Controlling Law

This agreement is to be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated above.

Client: JACKSON COUNTY

Consultant: LOFQUIST & ASSOCIATES, INC.

By: _____

By: 

Victor W. Lofquist, P.E.

Title: _____

Title: President