

TASK ORDER 2023-03

THIS TASK ORDER NO. 2023-12-15-03 is a supplement to the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES (the "Agreement") between the Transylvania County Board of Education (the "Board") and McGill Associates, P.A. (the "Engineer") dated November 15, 2023. The purpose of Task Order No. 2024-12-15-03 (the "Task Order") is to authorize the Engineer to provide engineering services for Rosman High School Football Field and Drainage Improvements ("Project").

ARTICLE 1. PROJECT DESCRIPTION

The project can generally be described as the removal and/or safe abandonment of existing drainage system under the football field to prevent any further sinkholes from developing on the football field. This will include the replacement of stormwater conveyance system and regrading of the field to ensure proper drainage.

ARTICLE 2. SCOPE OF SERVICES

The Engineer shall provide all professional engineering services (the "Services") for the Project as requested by the Board and as defined in this Task Order. The duties and responsibilities set out in this Task Order cannot be altered except in writing and signed by both parties.

The design and permitting task below is based upon reconstructing the football field with natural sod turf. If the Board desires to install a synthetic turf in lieu of the natural sod, the add alternate would need to be added to the base design and permitting services. The services shown below in the Synthetic Turf Football Field line item are not intended to be a stand alone scope of services but rather an add alternate.

Design and Permitting

Storm Water Improvements and Natural Turf Field

- 1) Conduct a site visit to evaluate existing site conditions, determine storm water drainage areas and flow paths, and review potential storm conveyance routings.
- 2) Prepare an existing conditions and demolition plan.
- 3) Prepare preliminary site layout, grading, and storm water drainage plans and submit to Transylvania County Schools for review. It is anticipated that the proposed storm water drainage system will commence from the northern most corner of the existing Rosman High School football field, extend past the intersection of Main Street and Depot Street, and connect to the existing storm water drainage system on Depot Street.
- 4) Provide one plan revision based on Transylvania County Schools comments.
- 5) Prepare fine grading plan for football field.
- 6) Prepare initial and final erosion and sediment control plans, details, calculations and narrative report for proposed erosion and sediment control measures in accordance with North Carolina Department of Environmental Quality (NCDEQ) requirements.
- 7) Prepare miscellaneous details and specifications as necessary for construction of storm water improvements and natural turf football field.
- 8) Prepare erosion control permit application and checklist and submit to NCDEQ.

- 9) Prepare floodplain development permit application for submittal to Transylvania County. This will include a No Impact Statement certifying that proposed construction within the floodway will match existing conditions prior to construction. A No-Rise Hydraulic Study is not included in this proposal and will be considered additional services if required by Transylvania County Floodplain Administrator.
- 10) Prepare and submit encroachment agreement documents and plans to NCDOT for storm water drainage installation within Main Street (SR 1156) right-of-way.
- 11) Address comments from permit reviews and re-submit to the various agencies listed above as required to receive final permit approvals.

Synthetic Turf Football Field (Add Alternate)

- 1) Prepare fine grading, storm water underdrain system, field cross sections, miscellaneous details, and specifications as necessary for construction of synthetic turf football field.
- 2) Coordinate with synthetic turf vendor and Transylvania County Schools for selection of synthetic turf color selection and logos. Coordinate synthetic turf field details, installation standards, and specifications with synthetic turf vendor.
- 3) Coordinate high school football field dimensions and specifications with the North Carolina High School Athletic Association.

Bidding and Award

- 1) Prepare bid documents and consult with Transylvania County Schools staff regarding bid and award dates and any other specific bidding conditions.
- 2) The project will be a public, formal bid.
- 3) Prepare and distribute addenda as necessary based on questions from prospective bidders.
- 4) Attend bid opening.
- 5) Assist in evaluation of bids, prepare a certified bid tab, and prepare a recommendation of award for the project.
- 6) Prepare final contract documents and coordinate execution and notice to proceed with selected Contractor.

Construction Administration/Observation

- 1) Attend a preconstruction conference with Transylvania County Schools staff and the Contractor.
- 2) Make periodic visits to the site (approximately two [2] visits per week) to observe the progress and quality of the executed work to determine if the work is proceeding in general accordance with the plans and specifications. The anticipated length of construction is 12 weeks.
- 3) Review shop drawings submitted by the Contractor.
- 4) Address contractor questions / RFIs.
- 5) Review installation of underdrain system prior to installation of field surface.

- 6) Review pay requests, including closeout documentation, from the Contractor.
- 7) Schedule and conduct initial closeout walkthrough with Owner, Contractor, and permit authorities to develop final punch list.
- 8) Schedule and conduct final closeout walkthrough with Owner, Contractor, and permit authorities to verify completion of punch list.
- 9) Prepare record drawings for submittal to Owner. As-built survey will be provided by others.

ARTICLE 3. COMPENSATION

We propose to offer the above services on a Lump Sum or Hourly Basis as outlined below. For hourly phases, the total listed below is an estimated total for that item of work and not intended to be a guaranteed maximum.

Design and Permitting (Lump Sum)	\$66,500.00
Synthetic Turf Football Field (Add Alternate – Lump Sum)	\$22,500.00
Bidding and Award (Lump Sum)	\$9,200.00
Construction Administration (Hourly)	\$42,100.00

ARTICLE 4. ASSUMPTIONS

This Task Order assumes the following:

- 1) Information provided by the Client, Owner, or City will be deemed reliable and fit for use for design purposes by McGill Associates.
- 2) Drawings will be prepared on 22-inch by 34-inch sheets with McGill Associates title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
- 3) Additional revisions to the Client-approved layout after item 4 in the Design and Permitting – Storm Water Improvements and Natural Turf Field phase listed above will be invoiced on an hourly basis as additional services in accordance with the attached Basic Fee Schedule.
- 4) Storm water quantity and quality treatment is not required, and storm water management design is not included in the above scope of services.
- 5) Relocation of existing dry utilities (fiber, power, natural gas, cable, phone, etc.) and coordination with applicable service providers for new dry utilities is not included in the above scope of services.
- 6) It is assumed that there are no permanent impacts to wetlands on the site or cumulative impacts on streams or wetlands requiring regulatory approval by the Division of Water Quality (DWQ) or the US Corps of Engineers. Additionally, No-Rise hydraulic studies, Conditional Letter of Map Revision, or Letter of Map Revision with FEMA is not included in the above scope of services.
- 7) Subsurface exploration, geotechnical engineering evaluation, and construction materials testing (CMT) services are not included in this scope of services.
- 8) Site Lighting design or photometric analysis is not included in this scope of services.
- 9) Attendance at meetings not listed in the above scope of services is not included in the above fees and will be invoiced on an hourly basis as additional services in accordance with the attached Basic Fee Schedule.

- 10) Permits not listed in the above scope of services are not included in the above fees and will be invoiced on an hourly basis as additional services in accordance with the attached Basic Fee Schedule.
- 11) Permit application fees are not included in the above scope of services and will be paid directly by the Client.
- 12) Two (2) revisions and responses to comments from each authority having jurisdiction have been included in the Design and Permitting scope of services as described above. If additional revisions are required, these will be billed as additional services on an hourly basis in accordance with the attached Basic Fee Schedule.
- 13) Record drawings will be based off red-line drawings and as-built surveys provided by others.
- 14) Services for tasks other than those specifically detailed above are not included in the above fee.
- 15) Upon Client authorization, additional project work not specifically addressed by this proposal shall be charged at a time and materials rate in accordance with the McGill Associates Basic Fee Schedule in place at the time the service is performed.

ARTICLE 5. BOARD'S RESPONSIBILITIES

The Board will provide the following assistance in the performance of services under this Task Order:

- Provide documents, maps, plans, specifications, and other support information, to the extent reasonably available.
- The Board shall notify the Engineer whether a natural turf or synthetic turf field will be designed prior to commencement of the Design and Permitting scope of services described in Article 2.
- Compensation by the Board to the Engineer will be in accordance as described above

ARTICLE 6. NO THIRD-PARTY BENEFICIARIES

The following provisions are included in this Task Order, pursuant to section 6.C of the Agreement:

- 1) Nothing in the Agreement or this Task Order shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any third-party related to the scope of these services, including Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- 2) All duties and responsibilities undertaken pursuant to the Agreement and this Task Order will be for the sole and exclusive benefit of the Board and Engineer and not for the benefit of any other party.

ARTICLE 7. MISCELLANEOUS

- 1) The Engineer's Limitation of Liability for this task order shall be \$500,000.
- 2) In the event of any inconsistency between the "TASK ORDER" and the "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR ON-CALL PROFESSIONAL ENGINEERING AND SURVEYING SERVICES" the terms of the Agreement shall control unless both parties have initialed the conflicting provision of the "TASK ORDER".

IN WITNESS WHEREOF, the parties execute below this Task Order in duplicate originals:

EXECUTED in Transylvania, North Carolina, this 8th day of February, 2024.

ENGINEER: McGill Associates, P.A.



By: Ben Cathey, PE

Title: Practice Area Lead

**OWNER: Transylvania County Board
of Education**

By: _____

Title: _____

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

Finance Officer

Date