



EAST MOORE WATER DISTRICT BOARD OF DIRECTORS

SPECIAL MEETING

TUESDAY, AUGUST 18, 2020, 4:00 PM

COMMISSIONERS MEETING ROOM, HISTORIC COURTHOUSE, CARTHAGE

CALL TO ORDER

ITEMS OF BUSINESS:

- I. Request for Approval of August 18, 2020 EMWD Special Meeting Minutes
- II. Request for Approval for Morrison Bridge Road Water Line Replacement

ADJOURNMENT

EAST MOORE WATER DISTRICT BOARD OF DIRECTORS

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SPECIAL MEETING

TUESDAY, AUGUST 4, 2020, 10:15 AM

The East Moore Water District Board of Directors convened for a Special Meeting at 10:15am, Tuesday, August 4, 2020 in the Commissioners' Meeting Room on the second floor of the Historic Courthouse, Carthage, North Carolina.

Directors Present: Chairman Frank Quis, Vice Chairman Louis Gregory, Catherine Graham, Jerry Daeke, Otis Ritter

Chairman Quis called the meeting to order.

ITEMS OF BUSINESS:

July 21, 2020 Special Meeting Minutes

Upon motion made by Director Graham, seconded by Director Ritter, the Board voted 5-0 to approve the July 21, 2020, special meeting minutes of the East Moore Water District Board of Directors.

EMWD Phase 4 Application to the LGC

Public Works Director Randy Gould requested the Board adopt a resolution making a preliminary determination to proceed with revenue bond financing and stating facts supporting an application for Local Government Commission approval for East Moore Water District Phase 4. Upon motion made by Director Ritter, seconded by Director Graham, the Board voted 5-0 to adopt the resolution as presented. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix A.

ADJOURNMENT

There being no further business, upon motion made by Director Ritter, seconded by Director Daeke, the Board voted 5-0 to adjourn the August 4, 2020, special meeting of the East Moore Water District Board of Directors at 10:19 am.

Francis R. Quis, Jr. Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO EMWD BOARD OF DIRECTORS:

FROM: Randy G. Gould, Public Works Director
DATE: August 6, 2020
SUBJECT: Morrison Bridge Road Water Line Replacement
PRESENTER: Randy G. Gould, PE

REQUEST:

This is a request to approve the attached Engineering Agreement and Addendum with LKC Engineering, PLLC for professional engineering services for the East Moore Water District (EMWD) Morrison Bridge Road Water Main Replacement Project.

BACKGROUND:

The water main on Morrison Bridge Road in the EMWD system has experienced more than 30 breaks in the past few years, four in the last month. The line regularly experiences pressures more than 160 PSI. A surge analysis was performed by Hazen and Sawyer last year which determined that some surge in the water system was created by the starting and stopping of the Thurlow Booster Pump Station, it was not exorbitant. Higher water temperatures in the summer were identified of a source of pipe fatigue which could greatly contribute to the line breaks. It was recommended to replace the SDR 21 PVC pipe (200 PSI rating at ambient temperatures) with Ductile Iron Pipe (350 PSI rating).

Additionally the replacement of a 4" line in Harnett County which was washed out by the hurricane in 2016 and the addition of connection to the Harnett County system on Marks Road will provide additional water supply and fire-fighting capabilities in that portion of the system.

Proposals from Engineering firms were received for engineering services for the project. The firm of LKC Engineering was selected by the County review committee.

IMPLEMENTATION PLAN:

Engineer will begin work in accordance with the attached contract. We hope to have the line replaced by the summer of 2021.

FINANCIAL IMPACT STATEMENT:

The total contract amount for Engineering Services is \$112,500 broken down as follows:

- Design Surveying - \$4,500 Lump Sum
- Design and Permitting - \$47,000 Lump Sum
- Bidding and Award- \$6,000 Hourly
- Construction Management - \$10,000 Hourly
- Onsite Inspection - \$45,000 Hourly

The total project cost for engineering and construction is estimated at \$855,500; the construction cost for only the Morrison Bridge water line replacement is \$693,000.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached Engineering Agreement and Addendum with LKC Engineering, PLLC for the EMWD Morrison Bridge Road Water Main Replacement Project.

SUPPORTING ATTACHMENTS:

Agreement and Addendum for Professional Services with LKC Engineering, PLLC
Map of Projects

1: Public Works/Projects/Morrison Bridge Road/Agenda Items/Agenda Memo 08182020 Engineering Agreement

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES

EAST MOORE WATER DISTRICT

MORRISON BRIDGE ROAD WATER MAIN REPLACEMENT

MOORE COUNTY, NORTH CAROLINA

This AGREEMENT is made this 18th day of August, 2020, by and between EAST MOORE WATER DISTRICT, hereinafter called EMWD, and LKC ENGINEERING, PLLC, hereinafter called LKC.

WHEREAS, EMWD wishes to replace approximately 7,800 feet of 8" water main along Morrison Bridge Road, 300 feet of 4" water main along Hillmon Grove Road, and install 200 feet of 6" water main and a new meter vault located on Marks Road. The Morrison Bridge Road water main is located in eastern Moore County and the Hillmon Grove Road and Marks Road projects are located in southwestern Harnett County.

NOW, THEREFORE, EMWD and LKC, for the consideration hereinafter named, agree as follows:

I. ENGINEERING SERVICES – DESIGN SURVEYING

LKC agrees to perform the following tasks obligated under this Agreement:

1. Perform minor additional surveying to augment the survey provided by EMWD.

Payment for the DESIGN SURVEYING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)**.

II. ENGINEERING SERVICES – DESIGN AND PERMITTING

LKC agrees to perform the following tasks obligated under this Agreement:

1. Meet with EMWD staff (Moore County Public Utilities) to discuss the goals of the project. This shall include Harnett County Public Utilities (HCPU) if necessary.
2. Provide preliminary design drawings and review them with EMWD staff and HCPU staff, if necessary.

3. Prepare final drawings and technical specifications, incorporating feedback from the preliminary design review.
4. Utilize construction contract documents provided by EMWD, augmenting as necessary to satisfy any project-specific requirements.
5. Acquire all applicable regulatory approval required for construction.

Payment for the DESIGN AND PERMITTING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **FORTY-SEVEN THOUSAND DOLLARS (\$47,000.00)**.

III. ENGINEERING SERVICES – BIDDING AND AWARD

LKC agrees to perform the following tasks obligated under this Agreement:

1. Prepare and package the construction documents and provide them to EMWD for the bidding process.
2. EMWD will receive all questions, and package them for LKC review. LKC will not respond to questions from potential bidders.
3. Review questions from potential bidders as packaged and provided by EMWD, prepare Addenda to make necessary modifications to the construction documents, and provide the Addenda to EMWD for issuance.
4. Attend the pre-bid meeting and provide discussion and feedback to potential bidders at the meeting.
5. Make a recommendation of award for EMWD's consideration.

Payment for the BIDDING AND AWARD described above shall be provided on an hourly, not to exceed basis. The fee for the proposed work is **SIX THOUSAND DOLLARS (\$6,000.00)**.

IV. ENGINEERING SERVICES – CONSTRUCTION MANAGEMENT

LKC agrees to perform the following tasks obligated under this Agreement:

1. Assist EMWD with the execution of the construction contract.
2. Facilitate the pre-construction meeting.
3. EMWD will review construction submittals, and will involve LKC if there is a question or discrepancy that warrants a discussion.
4. Facilitate regularly-scheduled, not more frequent than monthly, construction progress meetings with the Contractor, EMWD, and LKC.
5. EMWD will review periodic requests for payment.
6. EMWD will review change order requests and negotiate the scope, cost, and time. LKC's involvement on change orders will be review for conformance and signature only.
7. Provide periodic updates to EMWD's elected officials as requested.

8. Provide as-built drawings to EMWD reflecting any modifications made to the project scope during construction.
9. Provide the final certification of the construction to applicable regulatory agencies once complete.
10. Provide EMWD with the as-built files in both AutoCAD and Shapefile format, as requested.

Payment for the CONSTRUCTION MANAGEMENT described above shall be provided on an hourly, not to exceed basis. The fee for the proposed work is **TEN THOUSAND DOLLARS (\$10,000.00)**.

V. ENGINEERING SERVICES – ONSITE INSPECTION

LKC agrees to perform the following tasks obligated under this Agreement:

1. Provide onsite construction inspection to make sure the work is performed in conformance with the contract documents.
2. The fee below assumes full-time inspection performed by LKC staff. EMWD (and Moore County Public Utilities) may choose to perform some or all of the inspection using its own resources.

Payment for the ONSITE INSPECTION described above shall be provided on an hourly, not to exceed basis. The fee for the proposed work is **FORTY-FIVE THOUSAND DOLLARS (\$45,000.00)**.

LKC's services under this AGREEMENT shall not include (1) preparation of detailed wetlands or biological surveys or assessments, (2) preparation of an environmental assessment or environmental impact statement, (3) preparation of a subsurface investigation report, (4) performing negotiations with property owners for real property or easement acquisition that would require a real estate license, (5) payment of permit fees. These services, if required, may be arranged for, and furnished, by LKC and separately paid for by EMWD for a fee to be subsequently agreed upon if the need for these services arises.

VI. PAYMENT TERMS

Partial payment of the above amounts shall be made to LKC on a monthly basis for a percentage of completion agreed upon by both EMWD and LKC. LKC shall submit invoices in said

amount to EMWD monthly and payment shall be made within 30 days of EMWD's receipt of the invoice.

The parties agree hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made in the event that the physical scope of the project, time for completion, or services required are materially increased or decreased beyond that considered at the time of execution of this Agreement.

Should LKC be required to render additional services in connection with related work upon which the work scope does not apply, or if the scope of the project is modified by EMWD, LKC shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit A for the hours actually worked by the appropriate classification of employee or for a lump sum fee agreed upon by EMWD and LKC.

VII. TERM OF SERVICE

The Term of Service shall be defined as the length of time elapsed between the execution of this Agreement by all parties and the final certification of the construction. LKC anticipates that the term of service for the Engineering Services shall be **300 days** from the date of this Agreement.

VIII. TERMINATION

This Agreement may be terminated by either party on the basis of performance or for convenience. The terminating party shall notify the terminated party in writing a minimum of 30 days before the date of termination. Upon being fairly compensated for services provided prior to termination, LKC shall turn over all records, files, and other pertinent information to EMWD. All records, maps, drawings and designs generated by LKC shall be the property of EMWD and delivered to EMWD upon termination.

IN WITNESS HEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

LKC ENGINEERING, PLLC

EAST MOORE WATER DISTRICT

By: _____
Adam P. Kiker, P.E.
Member/Manager

By: _____

Date: _____

Date: _____

Attest: _____
Title:

Attest: _____

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

Finance Officer

EXHIBIT A

HOURLY RATE STRUCTURE

LKC ENGINEERING offers a competitive rate structure to provide the highest quality of services with controlled overhead. The rates below cover all expenses including travel time.

MANAGING PARTNER	\$160.00/HOUR
LICENSED SURVEYOR	\$140.00/HOUR
SURVEY CREW	\$140.00/HOUR
PROJECT MANAGER	\$ 120.00/HOUR
LANDSCAPE ARCHITECT	\$ 120.00/HOUR
PROJECT ENGINEER	\$ 100.00/HOUR
SENIOR DESIGNER	\$ 100.00/HOUR
DESIGNER	\$ 90.00/HOUR
SENIOR CONSTRUCTION MANAGER	\$ 100.00/HOUR
CONSTRUCTION MANAGER	\$ 90.00/HOUR
FUNDING ADMINISTRATOR	\$ 90.00/HOUR
ADMINISTRATOR	\$ 80.00/HOUR

**AGREEMENT ADDENDUM
LKC ENGINEERING, PLLC AND
EAST MOORE WATER DISTRICT**

This **ADDENDUM** to the contract by and between the **LKC Engineering, PLLC**, and **East Moore Water District (“Owner”)** is made as of the **18th day of August, 2020**.

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Term of Contract. The term of this Contract is from August 18, 2020 through June 14, 2021.

Payment to Contractor. During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$112,500.00** as full compensation for the provision of services/rental as provided as set forth in the Agreement, which is inclusive of all costs associated with the performance of this Contract, including, but not limited to, labor, materials, fees, permits, and freight. The County will pay the taxes.

E-Verify. Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor’s subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

Iran Divestment Act. The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “Final Divestment List”). The Final Divestment List can be found on the State Treasurer’s website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

Divestment from Companies Boycotting Israel Act

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to N.C.G.S., Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer’s website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

Non-Discrimination in Employment. The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency

or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

Indemnification.

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

Independent Contractor. The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

EAST MOORE WATER DISTRICT

LKC ENGINEERING, PLLC

Francis R. Quis, Jr., Chairman
Board of Directors

Adam P. Kiker, P.E.,
Member/Manager

ATTEST

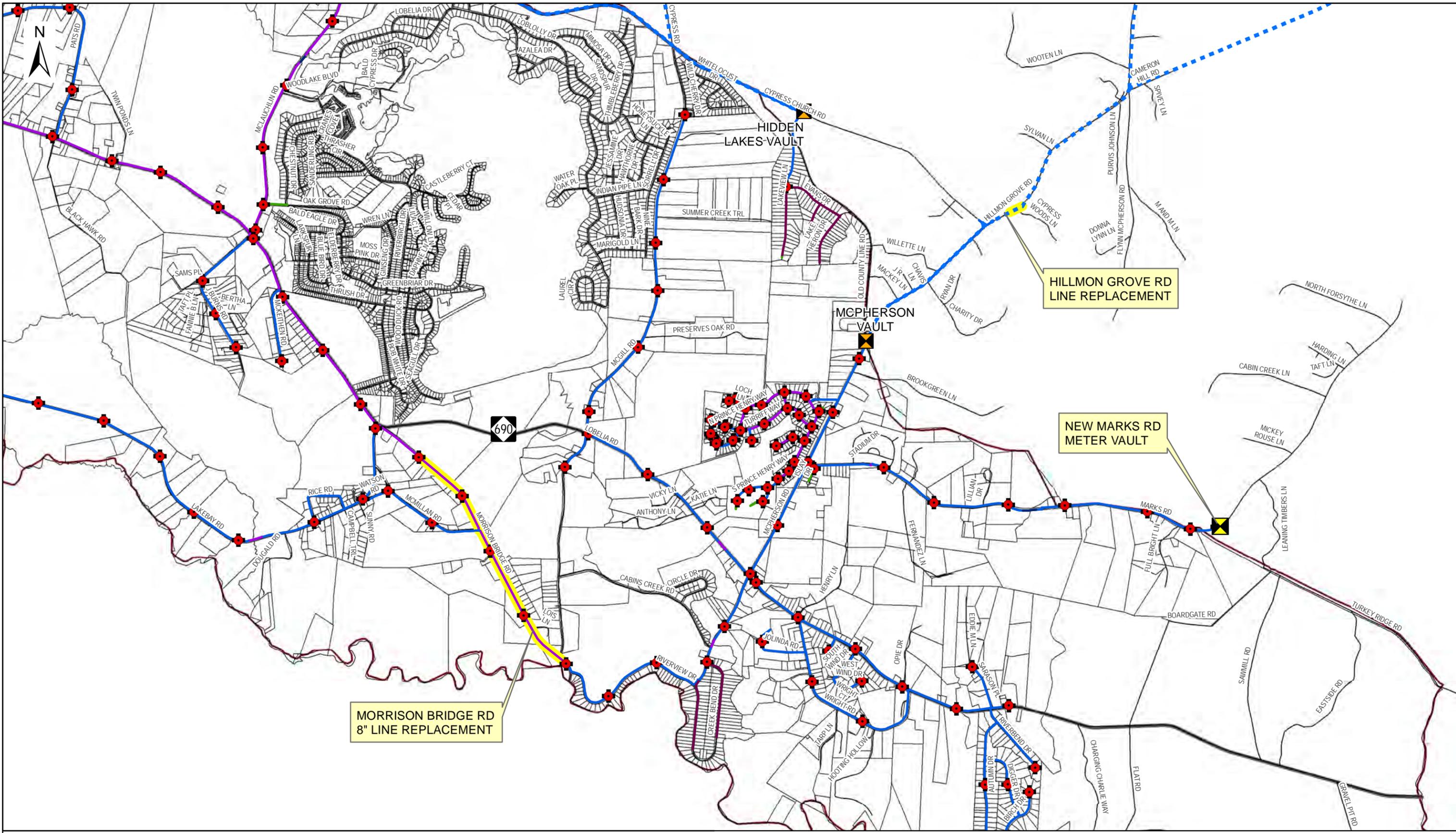
Laura M. Williams, Clerk to the Board

Certificate of Finance Officer

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

Finance Director

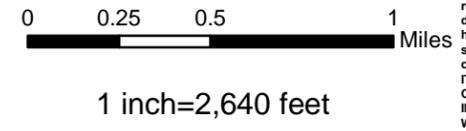
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**MOORE COUNTY PUBLIC WORKS
ENGINEERING DIVISION**

EMWD WATER LINE PROJECTS

Date: 6/5/2020



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