



Board of County Commissioners

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AGENDA ADDENDUM

MARCH 18, 2019

The Board is asked to consider adding the following item to the consent agenda on March 18, 2019:

- Engineering Agreement – Wastewater Treatment Plant Rehabilitation (Item 7)

ACTION REQUESTED: Consider approval.

- *Please note the attached resolution has been modified from its original distribution to include the service of The Honorable James Davis Speed to the citizens of Warren and Wake counties.*

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: March 18, 2019

of attachment (s) 1

Item Title (as it should appear on the agenda): Engineering Agreement – WWTP Rehabilitation

Initiated by (Name, Job Title): Christopher Doherty, Public Utilities Director

Board action proposed: Approve Agreement with LKC Engineering

Is a public hearing needed? N

Has this item been reviewed by the appropriate staff? Please note all that apply.

County Manager Y County Attorney Y Finance Director Y

Summary of Request:

Approve the engineering agreement with LKC Engineering to perform services related to the Wastewater Treatment Plant Rehabilitation Project.

This project is funded through the Clean Water State Revolving Fund, Project Number CS370515-04. The total fees associated with this agreement are as follows:

Engineering Services – Surveying-----	\$12,000
Engineering Services – Geotech Investigation-----	\$15,000
Engineering Services – Design & Permitting -----	\$452,000
Engineering Services – Bid Management-----	\$24,000
Engineering Services – Construction Management - -----	\$392,000
Engineering Services – Record Drawings, O&M Manuals-----	\$24,000
Engineering Services – SRF Funding Administration -----	\$20,000
TOTAL-----	\$939,000

These fees were submitted with the application for funding in the fall in 2018. This project was awarded the funding as a zero percent (0%) interest loan of \$8,316,000 with \$217,083 forgiven. Staff is recommending that the board approve the agreement with LKC Engineering for the Wastewater Treatment Plant Rehabilitation.

FOR OFFICE USE ONLY:

- APPROVED
- DENIED

ACTION: _____ **DATE:** _____

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES

FRANKLIN COUNTY, NORTH CAROLINA

2019 WASTEWATER TREATMENT PLANT REHABILITATION

Clean Water State Revolving Fund Project No. CS370515-04

This AGREEMENT made this _____ day of _____, 2019, by and between FRANKLIN COUNTY, NORTH CAROLINA, hereinafter called the COUNTY, and LKC ENGINEERING, PLLC, hereinafter called LKC.

WHEREAS, the COUNTY wishes to make improvements at the existing 3.0-mgd Wastewater Treatment Plant (WWTP). The motivation for the proposed improvements is to replace aging structures and equipment that are either a source of frequent repairs or showing signs of imminent failure. The project is funded through Clean Water State Revolving Fund Project Number CS370515-04.

The proposed improvements at the Wastewater Treatment Plant include:

- Modifications to the grit unit to accommodate the new treatment structures
- A new, concrete Aerobic / Anerobic / Anoxic treatment basin (AAA Basin) constructed similar to and beside the existing concrete basin
- A new splitter box to combine the flow from the two AAA Basins and distribute it to the existing clarifiers, including configuration for a future (third) clarifier)
- A new blower building and new blowers and accessories for the aerobic and solids handling systems
- A new aerobic digester constructed beside the existing digester, including accommodates for a sludge loading station
- Demolishing structures that will no longer remain in service, primarily the steel AAA Basin and the steel digester
- General electrical upgrades to accommodate the new treatment units

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

I. ENGINEERING SERVICES –SURVEYING

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

1. Perform all necessary site surveying to develop detailed drawings for permitting and construction, to meet the County's and regulatory authority's expectations.

Payment for the SURVEYING described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWELVE THOUSAND DOLLARS (\$12,000.00)**.

II. ENGINEERING SERVICES – GEOTECHNICAL INVESTIGATIONS

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

1. Contract with a licensed soil scientist to perform soil boring(s) at the Wastewater Treatment Plant in the proposed location of the new AAA Basin and the new digester as necessary for the structural concrete design and to provide the Contractor with information about the subsurface conditions prior to bidding.

Payment for the GEOTECHNICAL INVESTIGATIONS described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**.

III. ENGINEERING SERVICES – DESIGN AND PERMITTING

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

1. Meet with County staff to discuss the goals of the project.
2. Perform hydraulic and sizing calculations for the new treatment units.
3. Develop preliminary design drawings.
4. Meet with County staff to review the preliminary drawings and discuss potential alternatives.
5. Incorporate concepts and revisions from the preliminary design review into a set of final design drawings and specifications, including structural, electrical, and mechanical designs.

6. Prepare construction contract documents that meet local and state procurement requirements and those of any applicable funding agency.
7. Review the construction plans, specifications, and contract documents with County staff prior to submitting for permits.
8. Acquire all applicable regulatory approval required for construction.
9. Periodically update the County's elected officials on the status of the project, upon request.

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 **FOUR HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$452,000.00)**.

IV. ENGINEERING SERVICES – BID MANAGEMENT

1. Prepare, package, and issue the construction documents for bidding purposes.
2. Prepare and issue addenda to the construction documents based on modifications realized during bidding.
3. Facilitate the formal bidding process including a pre-bid meeting and the bid opening.
4. Tabulate all bids received and review for conformance with the requirements of the construction documents.
5. Negotiate with the low bidder, if necessary.
6. Make a recommendation of award for the Owner's consideration.

Payment for the BID MANAGEMENT described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00)**.

V. ENGINEERING SERVICES – CONSTRUCTION MANAGEMENT AND INSPECTION

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

1. Assist the County with the execution of construction contract(s).
2. Facilitate the pre-construction meeting.
3. Review construction submittals to ensure equipment, materials, and workmanship meet the expectations of the contract documents.
4. Provide onsite construction inspection to make sure the work is performed in conformance with the contract documents.
5. Facilitate regularly-scheduled, not more frequent than monthly, construction progress meetings with the Contractor(s), County, and Engineer.
6. Review and provide the Engineer's approval of applications for partial payment periodically submitted by the Contractor.

7. Review change order requests submitted by the Contractor for general conformance with the contract documents and verify the County is receiving a fair-market value for change order items.
8. Assist with system startup, readiness for final payment, and contract closeout.
9. Provide periodic updates to the County's elected officials upon request.

Payment for the CONSTRUCTION MANAGEMENT AND INSPECTION described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **THREE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$392,000.00)**.

VI. ENGINEERING SERVICES – RECORD DRAWINGS, CERTIFICATION, AND O&M MANUAL

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

1. Provide the final certification of the construction to applicable regulatory agencies once complete.
2. Prepare the Operation and Maintenance manual as required by regulatory agencies as part of the Authorization to Construct permit.
3. Provide record drawings to the County reflecting any modifications made to the project scope during construction.
4. Review the as-built drawings with the County and discuss any changes in the operation and maintenance of the plant.

Payment for the RECORD DRAWINGS, CERTIFICATION, AND O&M MANUAL described above shall be provided on a lump sum, not to exceed basis. The fee for the proposed work is **TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00)**.

VII. ENGINEERING SERVICES – SRF FUNDING ADMINISTRATION

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

1. Prepare the Project Bid Information package required to obtain the Authorization to Award from the funding agency, prior to construction contract execution.
2. Prepare monthly reimbursement requests to be signed by the County and submitted to the funding agency for reimbursement.
3. For all change orders, prepare the required background documentation and submit the package to the funding agency for approval.
4. Provide the project closeout documentation required by the funding agency.

Payment for the SRF FUNDING ADMINISTRATION described above shall be provided on a lump sum basis. The not-to-exceed fee for the proposed work is **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

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) negotiations with property owners for real property or easement acquisition that would require a real estate license, (4) payment of permit fees. These services, if required, may be arranged for, and furnished by LKC and separately paid for by the COUNTY for a fee to be subsequently agreed upon if the need for these services arises.

VIII. PAYMENT TERMS

Partial payment of the above amounts shall be made to the Engineer on a monthly basis for a percentage of completion agreed upon by both the COUNTY and the Engineer. The Engineer shall submit invoices in said amount to the COUNTY monthly and payment shall be made within 30 days of the COUNTY'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 the COUNTY, 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 the COUNTY and LKC.

IX. 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 1,080 days from the date of this Agreement.

X. 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 the COUNTY. All records, maps, drawings and designs generated by LKC shall be the property of the COUNTY and delivered to the COUNTY 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

FRANKLIN COUNTY, NC

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

By: _____
Sidney E. Dunston
Chairman

Date: _____

Date: _____

Attest: _____
Title:

Attest: _____
Kristen G. King, Clerk to the Board

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	\$120.00/HOUR
LICENSED SURVEYOR	\$120.00/HOUR
TWO-MAN SURVEY CREW	\$120.00/HOUR
PROJECT MANAGER	\$ 90.00/HOUR
LANDSCAPE ARCHITECT	\$ 90.00/HOUR
PROJECT ENGINEER	\$ 80.00/HOUR
SENIOR DESIGNER	\$ 80.00/HOUR
DESIGNER	\$ 70.00/HOUR
SENIOR CONSTRUCTION MANAGER	\$ 80.00/HOUR
CONSTRUCTION MANAGER	\$ 70.00/HOUR
FUNDING ADMINISTRATOR	\$ 70.00/HOUR
ADMINISTRATOR	\$ 50.00/HOUR



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A RESOLUTION OF SUPPORT TO DEDICATE AND RENAME A SECTION OF US 401 SOUTH IN FRANKLIN COUNTY TO COMMEMORATE THE SERVICE OF THE HONORABLE JAMES DAVIS SPEED

WHEREAS, the Franklin County Board of Commissioners hereby acknowledge and support a request to dedicate and rename a section of US 401 South in Franklin County to commemorate The Honorable James Davis Speed; and

WHEREAS, The Honorable James Davis Speed was a farmer, a cattleman, and a statesman, committed to improvements and progress in agriculture and youth activities, dedicated to the betterment of his home county of Franklin and a seeker of truth and fairness in government; and

WHEREAS, The Honorable James Davis Speed served to create and foster change in his 32 years in the N.C. General Assembly and led issues on education, the environment, transportation, rescue services, economic development and aging; and

WHEREAS, The Honorable James Davis Speed served 12 years in the state House (1961-1972) and 20 years in the Senate (1977-1997) until his retirement, representing the citizens of Franklin, Vance, Johnston, Nash and Wilson counties as well as the citizens of Warren and Wake counties; and

WHEREAS, the remarkable experience and insight of The Honorable James Davis Speed will stand unmatched in the history of North Carolina politics and agriculture; and

WHEREAS, The Honorable James Davis Speed was the recipient of “The Order of the Long Leaf Pine” by authorization of Governor James B. Hunt, Jr. in 1981; and

WHEREAS, The Honorable James Davis Speed served locally as a member of the board of trustees at Franklin Memorial Hospital from 1950-1977 and served as a member of the Franklin County Board of Health from 1940-1965 and continued to serve his community until his passing in 2006;

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Commissioners, requests the NC Board of Transportation’s consideration to dedicate and rename a five-mile section of US 401 South starting at Retail Way and ending at Flat Rock Church Road in Franklin County in honor for his dedication.

THIS RESOLUTION adopted the 18th day of March, 2019.

Kristen G. King, Clerk

Sidney E. Dunston, Chair