CLAYTON
ENGINEERING & DESIGN

Exhibit "A"
Scope of Service
Caldwell Water Boosters – Study, Design, Replacement
October 24, 2024

Section 1: Project Scope

The project consists of the design for the replacement of six to ten booster pump setups for Caldwell County, NC. Scope will generally consist of Architectural, Engineering, and Design Services to provide a set of construction documents for permitting and construction. Design package to include, structural and foundation plans, architectural plans, electrical design and plans, site and civil plans, and as-built drawings following construction. Civil/Utility engineering to include flow tests and modeling for the existing boosters to ensure design/sizing meets current and future needs. The goal, architecturally, is to provide design for one or two building packages that could be used at any number of the booster sites.

A geotechnical investigation was not provided. Design will assume an allowable soil bearing of 2,000 PSF.

The project is expected to consist of the following Tasks:

1. Field Investigation and Study

2. Schematic Design (35%)
   a. Field Survey (Provided by Owner)
   b. Preliminary Site Plans for each location
   c. Review with Owner and Design Team

3. Design Development (95%). Based on an approved Schematic Design, CE&D will provide preliminary design documents and specifications of the following:
   a. Civil / Site Plans (95% Complete)
   b. Architectural (95% Complete)
   c. Structural (95%)
   d. Meetings (as required)

4. Construction Documents. Based on the approved Design Development, CE&D will a submit final design package for review, permitting, and bid:

5. Construction Phase Services by CE&D

Section 2: Construction Administration Services

The following scope of services shall be provided by Clayton Engineering & Design during the Construction Phase:

A. Digital and Hardcopies delivered to Owner
B. Solicit bids
C. Open bids, review and recommend bidder to Owner.
D. Prepare the agenda and conduct the pre-construction conference. Submit Notice to Proceed for The Owner review and approval based on outcome of pre-construction conference.

E. Review Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the Contract Documents.

F. Make periodic visits to the site as necessary to observe as an experienced and qualified design professional the progress and quality of the Contractor's work and to determine in general if the work is proceeding in accordance with the Contract Documents. Clayton Engineering shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of the contractors. During such visits and on the basis of his on-site observation, Clayton Engineering shall keep The Owner informed of the progress of the work, and shall endeavor to determine if such work is proceeding in accordance with the Contract Documents.

G. Issue all instruction of the Owner to Contractors; prepare routine change orders as required; as the Owner's representative, require inspection of testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance there under by the parties thereto and shall make decisions on all claims of the Owner and the Contractors relating to the execution and progress of the work and all other matters and questions related thereto; but Clayton Engineering shall not be liable for the results of any such interpretations of decisions rendered by them in good faith.

H. Clayton Engineering shall, based upon their on-site observations as an experienced and qualified design professionals, and on their review of Contractors' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractors and approve in writing payments to Contractors in such amounts; such approvals of payment will constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any qualifications stated in his approval), but by approving an application for payment Clayton Engineering will not be deemed to have represented that they have made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the Contractors work, materials or equipment has passed to the Owner, free and clear of any lien, claims security interests or encumbrances.

I. Conduct an inspection(s) to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations there under so that Clayton Engineering may recommend in writing, final payment to Contractor.

J. During such visits and on the basis of such observations, Clayton Engineering may disapprove of or reject Contractor(s) work while it is in progress if Clayton Engineering believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

K. Clayton Engineering's undertaking herein shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a

workmanlike manner and in accordance with industry standards; and shall not make Clayton Engineering an insurer of the contractor's performance.

L. Revise Drawings to show those changes made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractors. Furnish the original "Record Drawings" to the Owner within ninety (90) days of the Owner's project acceptance.

M. Clayton Engineering will be responsible for the review and approval of all testing and inspections reports and shall forward on to the Owner as required. Owner is responsible for contracting said testing agency.

Section 3: Additional Services by Clayton Engineering & Design (Not included in Base Scope)

1. If authorized by the CLIENT, the ENGINEER will perform additional services of the following types which are not considered normal or customary Basic Services.

   a. Preparation of special documents or reports as may be required by state and federal agencies that may have jurisdiction over the project. This would include but not be limited to environmental assessments, Geotechnical testing, wetland surveys, wildlife surveys, archeological surveys, and pilot studies.
   b. Assistance in right of way acquisition
   c. Design of off-site utilities.
   d. Permit/Application fees

Section 4: Period of Service

1. The ENGINEER's period of service shall begin upon the authorization of the CLIENT for each phase of work and shall continue until the final phase is completed.

2. If the CLIENT request modifications or changes in the scope of the PROJECT, the time of performance, outlined in Paragraph 3a below, shall be appropriately adjusted.

3. Time estimates:

   a. Field Investigation and Study – 60 days
   b. Design – 90 days
   c. Permitting – 60 days

Section 4: Payments to the Engineer

1. For the Basic Services rendered under Section I the CLIENT shall make payments to the ENGINEER according to the following:

   a. Lump Sum fee of one hundred seventy-seven thousand dollars ($177,000).

1.	Field Investigation and Study	$ 30,000
2.	Field Survey	$ 18,000
3.	Civil/Site Design	$ 34,000
4.	Architectural/Electrical	$ 36,000
5.	Permitting	$ 10,000
6.	Construction Administration/Observation	$ 49,000

   b. Other direct costs (i.e. direct non-payroll expenses) associated with these Additional Services, will be billed at 1.10 times cost.