WithersRavenel
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City of Lincolnton
Lincolnton, North Carolina
Task Order No. 1 for Professional Services
Financial Analysis, CIP and Rate Study 2024

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the Agreement between City and Consultant for Professional Services, Task Order Edition signed August 23, 2024 between the City of Lincolnton ("City") and WithersRavenel, Inc. ("Consultant").

B. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Lincolnton and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this Task Order and any subsequent agreements the following references shall apply:

1. City of Lincolnton shall be known as the "Client" or "City";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. The executed Task Order shall be known as the "Agreement".

C. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below.

Milestone	Timeframe
Data Collection	15 days
Capital Improvement Plan	45-60 days
Financial Analysis	45-60 days
Rate Structure Recommendations	30-45 days
Draft Deliverables	30 days
Final Deliverables	15 days

1. From the milestone timeframes and factoring in variability in the approval process, Consultant estimates the total project timeframe for the Scope of Services to be 6-7.5 months.
2. The estimated timeframes may be impacted by, among other things, timeliness and accuracy of information provided by the Client.
3. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to consultant fees.

D. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement.

Task 1 - Project Planning / Management

A. Conduct a project planning working session with the City Manager and his designees (Project Leadership Group or PLG) to review project objectives, key assumptions, and project schedule.

B. Assess progress at strategic milestones during the project.

C. Conduct working sessions with the PLG to review project objectives, report drafts, key operational parameters, internal processes, and gathered data and information.

Task 2 - Data Collection

A. Collect all relevant technical, organizational, and financial information required for the project.

B. Review existing program plans, capital needs, cost estimates, financial information for the Water and Sewer fund, including current budget and past audits, current user information, debt status, and interlocal agreements.

C. Discuss key project and financial objectives, assumptions and other considerations that relate to the present or future financial status of the fund with the City Manager and the PLG.

Task 3 - Capital Improvements Plan

A. Review and assist the Client to update its 10-year Capital Improvements Plan (CIP) for the Water and Sewer fund and summarize capital funding assumptions for proposed projects, along with related debt service requirements.

B. Work with the Client to develop assumptions related to certain financial issues and events. Review relevant questions and assumptions with the PLG and summarize assumptions regarding capital outlay and debt funded capital projects.

C. Develop a presentation format that summarizes the CIP, which is compatible with the Financial Analysis model.

D. Draft the CIP component of the Financial Analysis and review the draft with the PLG.

Task 4 - Water and Sewer Fund Financial Analysis

A. Collect and review historical financial data regarding program revenues, expenditures, debt, and other factors having potential to influence financial trends for the Water and Sewer fund.

B. Create a ten-year Financial Analysis model for the Water and Sewer fund. The model would encompass at least five (5) years of financial history, the current fiscal cycle and ten (10) years of forecasts beginning with FY 2025.

C. Estimate the extent to which projected program revenues exceed or fall short of estimated program expenditures, considering projected operating expenditure trends, capital asset funding, and other related financial trends, assumptions, and events. Obtain agreement from the Client on the assumptions to support the financial model.

D. Establish key financial benchmarks for unrestricted net assets, annual net income, debt service coverage and reserves as measures of fund sustainability.

E. Assess the implications of projected financial trends for user rates, debt service coverage, reserves, and fund balances over the 10-year study period.

F. Review and refine the financial analysis model and all related assumptions with the PLG.

Task 5 - Rate Structure Recommendations

A. Create a water and sewer system rate model for the CLIENT's existing rate structure and calibrate the model to current fund revenues.

B. Prepare two alternative water and sewer rate structures to be inserted into the rate model that achieves the CLIENT's goals and compare the revised structure against established revenue requirements.

C. Review the alternative water and sewer rates with the City Manager.

D. Work with the PLG to select a rate structure for the City and develop a plan to implement the new structure to accomplish the revenue forecasts established in the financial analysis.

Task 6 - Preparation of Final Deliverables

A. Prepare a draft CIP, Financial Analysis, and memorandum that summarizes the findings from the Project.

B. Review the drafts with the City Manager and incorporate comments and input into the final memorandum.

C. Conduct up to five (5) teleconference working sessions with the City Manager and PLG.

D. Provide the final CIP, Financial Analysis, and memorandum to the Client in PDF format.

E. Present the final CIP, Financial Analysis, and Rate Model to the City Council Budget Workshop.

Task 7 - Engineering and Technical Services

A. Consultant will provide Engineering and Technical support for water and wastewater utilities related services, on an as needed basis, to provide the Client with opinion of cost for projects needed to complete Task 1-6 as stated in this Agreement.

B. Given the recent market conditions observed, Consultant considers it important to address a typical component of Consultant's design services which includes developing an opinion of probable cost for construction of the project. Consultant's cost opinions for construction are made on the basis of current labor and material prices and Consultant's collective experience, qualifications, and represents Consultant's professional judgment as an experienced professional familiar with projects of the type described in this Agreement. It is important to note however, that Consultant has no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and cannot and do not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by Consultant's firm. Consultant's recent experience has been that bidders on public infrastructure projects have been limited, which in turn results in higher bid prices than can be reasonably estimated or forecasted. Consultant is constantly monitoring bids received for infrastructure projects and works to incorporate the most recent bid information, unit costs, etc. that are applicable into cost opinions.

C. This item is an allowance and will only be utilized if it is deemed critical to the success of this project. Client will not be billed for this service unless Client authorizes in writing for services.

E. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule at the time of additional services contracting. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;
- Special & Conditional Use Permits;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations;
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
    a. Provide representative for communications and decisions;
    b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
    c. Preferred media platforms for communications with the Client;
    d. Provide in writing, any information as to Client's requirements for design;
    e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
    f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
    g. Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
    h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
    i. Provide access to property for Consultant and subconsultants;
    j. Discussions/negotiations with adjacent landowners;
    k. Acquire all off-site utility and/or construction easements required for this Project;

l. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
m. All submittal, review, or permitting fees associated with the Project;
n. Any legal representation requiring an attorney at law.

2. Project Specific:

a. Provide all needed data, reports, information and supporting capital cost estimates in a timely fashion, which may be needed to complete the Project.
b. Provide project cost estimates. Project investigations or cost estimates that would require engineering or design services are beyond the scope of this Task Order and such services are to be procured outside of the scope of this project or be provided by the Client.
c. Provide timely feedback and response to inquiries, reviews, and communications.

G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit I. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this Task Order; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Project Planning / Management	
2	Data Collection	
3	The Capital Improvements Plan	
4	Water and Sewer Fund Financial Analysis	
5	Rate Structure Recommendations (OPTIONAL)	
6	Preparation of Final Deliverables	
	Tasks 1 – 6	$36,000.00
7	Engineering and Technical Services (Hourly)	$10,000.00
	TOTAL	**$46,000.00**

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this Task Order and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

H. Acceptance

This Task Order is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this Task Order will serve as the written Agreement between WithersRavenel and City of Lincolnton. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:	ACCEPTED BY:
WITHERSRAVENEL	CITY OF LINCOLNTON
Digitally signed by Steve Miller Date: 2024.08.26 17:35:45 -04'00'	
Signature Date	Signature Date
Steve Miller	
Name	Name
Senior Project Manager, Finance Funding & Asset Management	
Title	Title
Digitally signed by Shannon Moore Date: 2024.08.26 17:35:14 -04'00'	
Signature Date	
Shannon Moore	
Name	
Director of Finance Funding & Asset Management	
Title	

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: _____

Printed Name: _____

Date: _____

Attachments:

Exhibit I – Fee & Expense Schedule

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EXHIBIT I

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	$ 155
Construction Manager I	$ 160
Construction Manager II	$ 175
Senior Construction Manager	$ 200
CAD Technician I	$ 110
CAD Technician II	$ 125
Senior CAD Technician	$ 150
Designer I	$ 140
Designer II	$ 160
Senior Designer	$ 180
Landscape Architect I	$ 160
Landscape Architect II	$ 185
Landscape Architect III	$ 205
Senior Landscape Architect	$ 225
Landscape Designer I	$ 140
Landscape Designer II	$ 150
Planning Technician	$ 120
Planner I	$ 130
Planner II	$ 150
Planner III	$ 175
Senior Planner	$ 185
Project Engineer I	$ 175
Project Engineer II	$ 185
Project Engineer III	$ 205
Senior Project Engineer	$ 225
Assistant Project Manager	$ 185
Project Manager	$ 205
Senior Project Manager	$ 225
Resident Project Representative I	$ 105
Resident Project Representative II	$ 125
Resident Project Representative III	$ 140
Senior Resident Project Representative	$ 150
Staff Professional I	$ 95
Staff Professional II	$ 150
Staff Professional III	$ 160
Staff Professional IV	$ 200
Senior Staff Professional	$ 210
Senior Technical Consultant	$ 260
Client Experience Manager	$ 240
Director	$ 245
Principal	$ 270
Zoning Specialist	$ 350
Project Coordinators	
Project Coordinator I	$ 100
Project Coordinator II	$ 120
Project Coordinator III	$ 130
Senior Project Coordinator	$ 140
Lead Project Coordinator	$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	$ 175
GIS Specialist	$ 155
GIS Survey Technician I	$ 80
GIS Survey Technician II	$ 105
GIS Survey Technician III	$ 125
GIS Survey Lead	$ 140
GIS Technician	$ 100
GIS Analyst I	$ 125
GIS Analyst II	$ 140
GIS Project Manager	$ 175
GIS Manager	$ 225
F&AM Assistant Project Manager	$ 170
Intern I	$ 70
Intern II	$ 90
F&AM Implementation Specialist	$ 155
F&AM Project Consultant I	$ 125
F&AM Project Consultant II	$ 135
F&AM Project Consultant III	$ 140
F&AM Project Consultant IV	$ 145
F&AM Senior Project Consultant I	$ 155
F&AM Senior Project Consultant II	$ 160
F&AM Project Manager	$ 175
F&AM Principal	$ 270
F&AM Director	$ 245
F&AM Staff Professional I	$ 75
F&AM Staff Professional II	$ 120
F&AM Staff Professional III	$ 160
F&AM Staff Professional IV	$ 200
F&AM Senior Project Manager	$ 225
F&AM Senior Technical Consultant	$ 255
Geomatics	
Geomatics CAD I	$ 105
Geomatics CAD II	$ 125
Geomatics CAD III	$ 140
Geomatics Project Manager I	$ 175
Geomatics Project Manager II	$ 185
Geomatics Project Manager III	$ 215
Geomatics Project Professional I	$ 155
Geomatics Project Professional II	$ 180
Geomatics Principal	$ 250
Geomatics Remote Sensing Crew I	$ 225
Geomatics Remote Sensing Crew II	$ 315
Geomatics Survey Crew I	$ 160
Geomatics Survey Crew II (2 Man)	$ 195
Geomatics Survey Crew III (3 Man)	$ 240
Geomatics Senior Manager	$ 225
Geomatics Survey Tech I	$ 65
Geomatics Survey Tech II	$ 95
Geomatics Survey Tech III	$ 125
Geomatics Survey Tech IV	$ 135
Geomatics Sr. Technical Consultant	$ 225
Geomatics SUE Crew 1	$ 195
Geomatics SUE Crew 2	$ 265

Description	Rate
Environmental	
Environmental Technician I	$ 85
Environmental Technician II	$ 100
Environmental Technician III	$ 105
Senior Environmental Technician	$ 120
Environmental Project Geologist I	$ 155
Environmental Project Geologist II	$ 170
Environmental Project Geologist III	$ 195
Environmental Senior Project Geologist	$ 215
Environmental Assistant Project Manager	$ 170
Environmental Project Manager	$ 195
Environmental Senior Project Manager	$ 215
Environmental Director	$ 245
Environmental Project Engineer I	$ 155
Environmental Project Engineer II	$ 170
Environmental Project Engineer III	$ 195
Environmental Senior Project Engineer	$ 215
Environmental Principal	$ 270
Environmental Project Scientist I	$ 155
Environmental Project Scientist II	$ 170
Environmental Project Scientist III	$ 195
Senior Environmental Project Scientist	$ 215
Environmental Scientist I	$ 110
Environmental Scientist II	$ 135
Environmental Scientist III	$ 145
Environmental Geologist I	$ 110
Environmental Geologist II	$ 135
Environmental Geologist III	$ 145
Environmental Professional I	$ 110
Environmental Professional II	$ 135
Environmental Professional III	$ 145
Environmental Senior Technical Consultant	$ 240
Administrative	
Administrative Assistant	$ 70
Administrative Assistant I	$ 85
Administrative Assistant II	$ 95
Administrative Assistant III	$ 105
Marketing Administration I	$ 95
Marketing Administration II	$ 125
Director of Marketing	$ 155
Office Administration	$ 75
Office Administrator I	$ 125
Office Administrator II	$ 130
Office Administrator III	$ 135
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	$ 400

Effective January 1, 2024 – Schedule is subject to change