

TOWN OF MONTREAT

**BRIDGE REPLACEMENT ON TEXAS STREET OVER
FLAT CREEK
STATE PROJECT: B-5196**

SUPPLEMENTAL ENGINEERING AGREEMENT NO. 3

PROJECT NAME: Texas Road over Flat Creek Bridge Replacement
STATE PROJECT: B-5196; WBS 45252.1.1
FEDERAL PROJECT: BRZ-1329(6)
COUNTY: Buncombe
TOWN: Montreat

SUPPLEMENTAL ENGINEERING AGREEMENT NO. 3

THIS SUPPLEMENTAL AGREEMENT, made and entered into this ___ day of _____, 2015, by and between the **Town of Montreat, North Carolina** (hereinafter called "Town") and **KCI Associates of North Carolina, PA**, a corporation organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter called the "Engineer"), whose office is located at 4601 Six Forks Road, Suite 220, Raleigh, NC, modifies and expands the Engineering Agreement executed August 9, 2012 between the Town and the Engineer (hereinafter referred to as the "Original Agreement").

GENERAL RECITALS

WITNESSETH:

WHEREAS, the Town desires the assistance of the Engineer to provide utility engineering services specific to an existing sewer line that must be relocated to accommodate the proposed Texas Road bridge.

WHEREAS, the Engineer has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, these services are supplemental services as discussed in ARTICLE IV of the Original Agreement; and

WHEREAS, the Town is authorized to enter into an agreement for such work:

NOW THEREFORE, the Town and the Engineer, for consideration hereinafter stipulated, mutually agree as follows:

The Engineer agrees to perform the required professional services necessary to perform utility engineering services specific to the relocation of an existing sewer line.

The Engineer shall perform for or furnish to the Town professional engineering and related

services in all phases of the Project to which this Supplemental Agreement applies as hereinafter provided. The Engineer may employ such Subcontractors as the Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The Engineer intends to perform these services in-house. The Engineer shall not be required to employ any of the Town's subcontractors unacceptable to the Engineer and the Engineer shall not employ any subcontractor unacceptable to the Town.

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.

The Engineer understands that the Town has contracted with it for its expertise in the subject matter of this Agreement and the Engineer warrants that it knows and is familiar with applicable laws and regulations and has assembled a team with the expertise necessary to promptly perform the obligations undertaken by this Agreement at the total compensation amounts described herein.

ARTICLE I - SCOPE OF WORK

The Scope of Work shall be as defined in Attachment A.

ARTICLE II: TIME OF BEGINNING AND COMPLETION

The work covered by this Supplemental Agreement shall begin immediately following written notice of approval of this Agreement and authorization to begin work and shall be completed within 45 days following. Should unforeseen or uncontrollable circumstances arise during the execution of this work, the schedule may be adjusted upon written agreement between the Town and the Engineer.

ARTICLE III: COMPENSATION AND PAYMENTS

Unless specified otherwise, partial payments shall be made to the Engineer on a monthly basis upon submission of Progress Reports and voucher stating the percent of completion of the work. Final payment by the Town to the Engineer shall be made within thirty (30) days after completion and acceptance by North Carolina Department of Transportation and the Town for the supplemental work.

As complete compensation for the engineering services described above, the Engineer will be paid as follows:

Design / Redesign of Sanitary Sewer. A lump sum amount of \$19,575.87

ARTICLE IV: SUPPLEMENTAL SERVICES

If, during the course of the work defined in this SUPPLEMENTAL AGREEMENT, unanticipated work beyond the original scope should be required, an additional supplemental agreement will be developed and executed between the Town and the Engineer. No supplemental services are to be performed by the Engineer without the express written authorization of the Town.

ARTICLE V: INFORMATION AND REPORTS

The Engineer and his sub-contractors (where sub-contractor's charges exceed \$10,000) agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred on this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract period and for three years from the date of final payment under the contract for inspection by the Town, Federal Highway Administration, or the North Carolina Department of Transportation or any other authorized representatives of them. Copies thereof shall be furnished if requested. The Engineer shall use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

ARTICLE VI: DATA AND SERVICES TO BE FURNISHED BY THE TOWN

All data in the hands of the Town that can be released that would, in the Town's opinion, assist the Engineer in the accomplishment of the work in this project.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Where not specifically modified by this Supplemental Agreement, all provisions of the Original Agreement still apply.

This Supplemental Agreement (consisting of Pages 1 to 11 inclusive of Attachments "A" and "B") constitute the entire supplemental agreement between Town and the Engineer and augment and supersede prior written or oral understandings. This Supplemental Agreement, Supplemental Agreement #3, and the Original Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Town this ____ day of _____, 2015.

BY: _____

Title

ATTEST: _____

Title

EXECUTED by the Engineer this ____ day of _____, 2015.

BY: _____
Dewayne L. Sykes, PE
Roadway Practice Lead

ATTEST: _____
Elizabeth R. Phipps, PE
Vice President

STATE PROJECT: B-5196

COUNTY: Buncombe

CERTIFICATION OF THE TOWN OF MONTREAT

I hereby certify that I am the _____ of the Town of Montreat that the above consulting firm or his representative has not required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this agreement to:

- A. Employ or retain, or agree to employ or retain, any firm or person, or
- B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as herewith expressly stated(if any):

I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation, Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

STATE PROJECT: B-5196

COUNTY: Buncombe

CERTIFICATION OF PRIVATE ENGINEERING FIRM

I, Elizabeth R. Phipps, PE, hereby certify that I am the Vice President and duly authorized representative of the firm of KCI Associates of NC, PA, whose address is 4601 Six Forks Road, Suite 220, Raleigh, North Carolina and that neither I nor the above firm I hereby represent has;

- A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this agreement:
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
- C. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement; except as herewith expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Town, State Highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Elizabeth R. Phipps, PE
Vice President

ATTACHMENT "A"

**DESIGN / REDESIGN OF SANITARY SEWER WITHIN THE LIMITS OF B-5196
SCOPE OF SERVICES**

ATTACHMENT "B"
MANHOUR AND FEE ESTIMATES