

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES

TOWN OF WADESBORO, NORTH CAROLINA SEWER BASIN 3 EVALUATION AND REHABILITATION

This AGREEMENT made this 10th day of July, 2017, by and between the TOWN OF WADESBORO, NORTH CAROLINA, hereinafter called the OWNER, and LKC ENGINEERING, PLLC, hereinafter called the ENGINEER.

WHEREAS, the Owner intends to complete the Sewer Basin 3 Evaluation and Rehabilitation Project as described in Wadesboro's application for assistance to North Carolina Department of Environmental Quality (NCDEQ), hereinafter called the PROJECT; and

NOW, THEREFORE, the OWNER and ENGINEER, for the consideration hereinafter named, agree as follows:

The ENGINEER agrees to perform the following tasks obligated under this Agreement:

SECTION I – COLLECTION SYSTEM EVALUATION

- a) Meet with OWNER to discuss known collection system defects and problem areas to define scope of system evaluation.
- b) Perform manhole inspections and system evaluations to identify defects or areas needing additional evaluation (CCTV, Smoke Testing, Flow Monitoring etc.)
- c) Coordinate and oversee subcontractors completing any smoke testing, CCTV inspections and flow monitoring needed.
- d) Prepare summary report of findings including construction alternatives, recommendations, and cost estimates for all proposed rehabilitation.

SECTION II - ENGINEERING AND DETAILED DESIGN

- a) Meet with OWNER, as required, to finalize scope of work recommended in the collection system evaluation, and to discuss and clarify any changes, special circumstances, and/or topics of importance, which may arise during the project.
- b) Verify the location of all utilities, existing and planned, within fifty feet (50) of the proposed construction.
- c) Prepare applications for, and secure, any and all required regulatory permits and/or approvals including those necessary but not limited to encroachment, construction, the environment, adjacent utilities, and/or local government agencies.
- d) Prepare complete construction plans and specifications in accordance with applicable regulations.
- e) Prepare detailed cost estimate for all proposed construction.

SECTION III- BID AND AWARD

- a) Prepare complete bid package including all required documents for NCDEQ project.
- b) Provide all necessary information for the preparation of the project bid advertisements.
- c) Manage competitive bidding process including the preparation of bid packages for prospective bidders, respond to bidder inquiries concerning the technical aspects of the project, prepare any and all necessary addenda to the bid packages, attend bid opening to answer any questions as may arise, review bids for accuracy, investigate bid documents for eligibility and completeness, make recommendation to the Owner regarding the acceptance of the lowest eligible bid, and other technical assistance as may be requested by the Owner during the bidding process.

SECTION IV - CONSTRUCTION MANAGEMENT AND INSPECTION

- a) Prepare formal contract documents, including any and all documents required for NCDEQ project, for execution of the construction contract.
- b) Provide construction inspection and construction management services as necessary to expedite construction in a timely fashion, insuring that total compliance with general and technical specifications are met by the successful bidder, and that construction is in strict accordance with the plans such that the Owner receives FIRST-CLASS workmanship and materials, and maintain accurate inspection files.
- c) Inspection services shall be sufficient to insure compliance with the contract documents and detailed drawings, however, it is not intended to be full-time inspection services unless otherwise agreed to by all parties. Compensation for additional services will be at the established hourly rates and approved by the Town.
- d) Prepare and issue necessary change orders, and review any and all request for change orders from the successful bidder.
- e) Review all requests for partial and final payments prior to approval to insure payment to bidder is in accordance with the contract documents as executed and/or amended.
- f) Conduct final inspection of construction upon completion of work by the successful bidder, and accompany the Owner on courtesy inspection prior to approval of final payment to successful bidder.
- g) Following final inspection, and upon completion of all work such that the proposed improvements are substantially complete and ready to be placed into operation, prepare all necessary documentation required for certification of the project with all funding and regulatory agencies.
- h) Prepare "AS-BUILT" record drawings and provide two (2) sets to OWNER along with certification of satisfactory completion of project requirements and recommendation of final acceptance by the Town.

SECTION V – FUNDING ADMINISTRATION

- a) Complete the funding application and Preliminary Engineering Report in accordance with NCDEQ Guidelines as established by NCDEQ for the program.
- b) Respond to all technical comments by NCDEQ Staff as required to gain approval of Preliminary Engineering Report.
- c) Coordinate with NCDEQ for approval of Design Plans, Contract Documents, and partial/final pay requests.
- d) Coordination with NCDEQ for project closeout.

SECTION VI – SURVEYING

- a) Complete the necessary field survey necessary to design the project and as required for any additional right-of-way, permanent easement and/or temporary/construction easement.

Any necessary plats shall be prepared in accordance with G.S. 47-30 as amended for legal plats of record (or as directed by OWNER) and contain at least the following information: Property lines in the vicinity of the improvements, all proposed right-of-way and/or permanent easements and/or temporary/construction easements, courses and distances for the above, area of taking for each easement or right-of-way on each parcel, right-of-way and/or easement width, and any other information as may be requested by the Town's attorney, County Registrar of Deeds, and/or the OWNER.

The ENGINEER'S services as stated herein shall not include (1) preparation of detailed wetlands or biological surveys or assessments, (2) preparation of an environmental assessment or environmental review document, (3) equipment rental fees, (4) CCTV inspection cost, (5) design and construction administration of the electrical upgrades, (4) negotiations with property owners for real property or easement acquisition, (6) payment of permit fees. These services, if required, may be arranged for and furnished by the Engineer and separately paid for by the Owner for a price to be subsequently agreed upon if the need for these services arises.

PAYMENT

The OWNER agrees to pay the ENGINEER for services noted in Sections I - VI above for the following not to exceed fees:

I) COLLECTION SYSTEM EVALUATION	\$27,000.00
II) ENGINEERING & DESIGN	\$55,000.00
III) BID AND AWARD	\$5,000.00
IV) CONSTRUCTION MANAGEMENT & INSPECTION	\$39,000.00
V) FUNDING ADMINISTRATION	\$10,000.00
V) SURVEYING	\$11,000.00

It is agreed by the parties 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 contemplated at this time.

The ENGINEER shall receive progress payments based on monthly estimates as submitted to the OWNER by the ENGINEER.

Should the ENGINEER be required to render "additional services" in connection with related work upon which the work scope does not apply, the ENGINEER 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.

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 and the closeout of the project with the NCDEQ Division of Water Infrastructure.

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 termination, the Engineer shall turn over all records, files, and other pertinent information to the Owner, and the Engineer shall be fairly compensated for services provided prior to termination. The OWNER and ENGINEER hereby agree to the full performance of the covenants contained within this Agreement

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

By: _____
Bill Lester, Jr., P.E.

Witness: _____
Sharon McDuffie

TOWN OF WADESBORO

By: _____
Manager

Attest: _____
Town Clerk



**EXHIBIT A
HOURLY RATE STRUCTURE**

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

MANAGING PARTNER	\$120.00/HOUR
PROJECT MANAGER	\$ 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