

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES

ROBESON COUNTY, NORTH CAROLINA FORCEMAIN IMPROVEMENTS – FAIRMONT WWTP ACCESS ROAD

This AGREEMENT made this 26th day of September 2022, by and between the ROBESON COUNTY, NORTH CAROLINA, hereinafter called the OWNER, and LKC ENGINEERING, PLLC, hereinafter called the ENGINEER.

WHEREAS, the Owner intends to construct the Forcemain Improvements project along the WWTP access road consisting of approximately 3.000 lf, of 12-inch forcemain installed along the proposed access road improvements and connecting to an existing forcemain, 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 - ENGINEERING DESIGN

- a) Review preliminary infrastructure facilities plan and cost estimate.
- b) Meet with OWNER, as required, to discuss and clarify any changes, special circumstances and/or topics of importance which may arise during the project.
- c) Verify the location of all utilities, existing and planned, within fifty feet (50) of the proposed construction.
- d) Verify any and all existing right-of-way within the project area.
- e) Prepare complete construction plans and specifications in accordance with applicable regulations.
- f) Prepare detailed cost estimate for each section construction.
- g) Following construction, complete necessary final certifications and record drawings based on services and documentation provided by the Construction Manager at Risk.

SECTION II – BID MANAGEMENT

- a) Prepare complete bid package including all required documents.
- 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, conduct a pre-bid meeting to answer any questions as may arise.
- d) Prepare formal contract documents, including any and all documents required for project, for execution of the construction contract.
- e) Coordinate with the firm providing construction inspection and oversight of the project.

SECTION III – 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 Project ENGINEER.

SECTION IV – PERMITTING

- a) 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.
- b) Coordinate with sub-contractor for the completion of a flood study as needed for the project and any necessary permits.

The ENGINEER'S services shall not include (1) preparation of detailed wetlands or biological surveys or assessments, (2) preparation of an environmental assessment or environmental review document, (3) design and construction administration of the electrical upgrades, (4) negotiations with property owners for real property or easement acquisition, (5) payment of permit fees, (6) design of electrical upgrades or additions. 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 - V above for the following not to exceed fees:

I) ENGINEERING DESIGN	SEVENTY-ONE THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$71,720)
II) SURVEYING	FIVE THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS (\$5,755)
III) PERMITTING	TWO THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$2,525)
IV) BID MANAGEMENT	SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500)
V) FLOOD STUDY BY SUBCONSULTANT	FIFTEEN THOUSAND (\$15,000) – NOT TO EXCEED WITHOUT APPROVAL

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 and indirect cost as specified on the Cost Summary 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 funding agency. The term of service for the proposed scope of work will be 480 days. If the work is not completed within the stated time frame, liquidated damages in the amount of \$1.00 per day will be paid by the engineer to the owner.

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 with Exhibits.

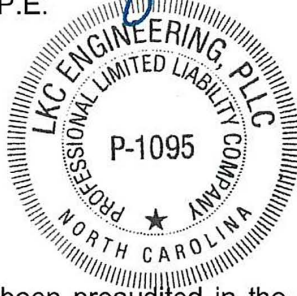
IN WITNESS HEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

LKC ENGINEERING, PLLC

By: *Bill Lester, Jr.*
Bill Lester, Jr., P.E.
Member/Manager

Witness: *Mark Lacy*
Mark Lacy, P.E.

(SEAL)



Preaudit Certificate:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

ROBESON COUNTY

By: *Kellie Blue*
County Manager

Attest: *Anna J. Seamon*
Clerk to the Board

(SEAL)



Carla Hurlan
Finance Officer – Robeson County

EXHIBIT A - COST OR PRICE SUMMARY

Part I - General

1. SUBRECIPIENT Robeson County, NC	2. Project Identification CRI-155-0011 (Fairmont WWTP Access Road)
3. Name of Contractor or Subcontractor: LKC Engineering, PLLC	4. Date of Proposal 07/13/2022
5. Address of Contractor or Subcontractor: 140 Aqua Shed Court Aberdeen, NC 28315	6. Type of Service to Be Furnished A/E Services

Part II - Cost Summary

7. DIRECT LABOR (Specify Labor Categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
PRINCIPAL	24.00	\$69.50	\$1,668.00	
LICENSED SURVEYOR	26.00	\$52.00	\$1,352.00	
PROJECT MANAGER	200.00	\$47.50	\$9,500.00	
SURVEY CREW	48.00	\$43.00	\$2,064.00	
PROJECT ENGINEER	390.00	\$35.00	\$13,650.00	
CAD DESIGNER	240.00	\$35.00	\$8,400.00	
ADMINISTRATOR	48.00	\$26.00	\$1,248.00	
DIRECT LABOR TOTAL				\$37,882.00
8. INDIRECT COST (Specify Indirect Cost)	RATE	BASE	ESTIMATED COST	
Indirect Overhead	1.1000	\$37,882.00	\$41,670.20	
INDIRECT COST TOTAL				\$41,670.20
9. OTHER DIRECT COST	QUANTITY	COST	ESTIMATED COST	
a. Travel				
(1) Transportation		\$0.00	\$0.00	
(2) Per Diem		\$0.00	\$0.00	
Travel Subtotal			\$0.00	
b. Equipment, Materials, Supplies, etc.	QUANTITY	COST	ESTIMATED COST	
Reproduction		\$0.00	\$0.00	
Equipment, Materials, Supplies Subtotal			\$0.00	
c. Subcontracts	QUANTITY	COST	ESTIMATED COST	
Flood Study	1	\$15,000.00	\$15,000.00	
Subcontracts Subtotal			\$15,000.00	
d. Other (Specify Categories)	QUANTITY	COST	ESTIMATED COST	
	\$0.00		\$0.00	
Other Subtotal			\$0.00	
OTHER DIRECT COST TOTAL				\$15,000.00
10. TOTAL ESTIMATED COST				\$94,552.20
11. PROFIT				\$7,947.80
12. LUMP SUM FEE				\$102,500.00