



**PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT  
FOR THE  
DESIGN OF A STANDARD 40 FT SPAN BOX BEAM BRIDGE**

**THIS AGREEMENT** is made and entered into this 14 day of December, 2016 (the "Effective Date"), by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners (hereinafter referred to as the "County"), and **GRESHAM SMITH AND PARTNERS**, (hereinafter referred to as "GS&P" or the "Consultant"), each also referred to individually as "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, County desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

**WHEREAS**, County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

**WHEREAS**, Consultant has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, Consultant desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement; and

**WHEREAS**, County has a Transportation Master Agreement for Engineer Professional Services with Consultant; and

**WHEREAS**, the Transportation Master Agreement requires a Supplemental Agreement for assigning each project to a consultant that contains a specific scope of services, contract price, and contract time; and

**WHEREAS**, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

## **I. SCOPE OF SERVICES**

Newton County is in the process of using concrete box beams located at the Public Works yard that were removed from the Mount Tabor bridge in 2013 to construct a new single lane bridge. The Consultant shall provide the standard engineering design drawings and details required for the construction of a new 40' span bridge. The design shall be "standard" and not site specific.

The design shall include the following:

1. Site visit by Consultant to inspect salvaged box beams, take measurements, and to determine the general condition and suitability for reuse.
2. A search by Consultant for plans of existing box beams.
3. A structural analysis of the box beams using existing plans and field measurements to verify the design load capacity of the 40 ft span structure.
4. A design of the cast in place abutment to be supported on steel H-piles.
5. "Standard" construction plans for a single lane bridge using the salvaged box beams. The plans will include superstructure details for the erection of the box beams and method of attaching the box beams transversely. Plans will also include standard details for the abutment.

The Consultant's primary contact for the project is Tom Tran, P.E. The County's primary contact for the project is Chester Clegg, P.E.

## **II. CONTRACT PRICE**

The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed **NINETEEN THOUSAND DOLLARS (\$19,000)** (the "Maximum Contract Price"), except by approved, written Change Order. Consultant represents that this amount is sufficient to perform all of the services set forth in and contemplated by this Agreement. The compensation for services performed shall be based upon time and materials. The Maximum Contract Price set forth above includes all costs, direct and indirect, needed to perform all services and complete the Project.

**III. CONTRACT TIME**

The Consultant shall consider the execution of this agreement a notice to proceed, and shall complete the work outlined above within 60 days from the date of this agreement.

**IN WITNESS WHEREOF** County and Consultant have executed this Agreement, effective as of the Effective Date first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

**CONSULTANT:**

**Gresham Smith and Partners**

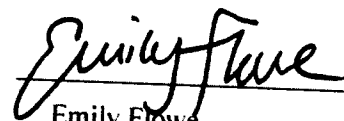
Signature: 

Print Name: Jody Braswell

Title: Principal

[CORPORATE SEAL]

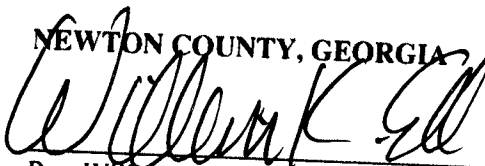
**Attest/Witness:**

Signature: 

Print Name: Emily Flowe

Title: Project Manager Assistant

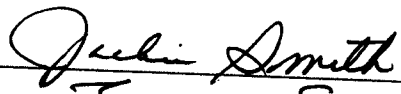
**NEWTON COUNTY, GEORGIA**



By: William K. Ellis, Chairman  
Newton County Board of Commissioners

[COUNTY SEAL]

**Attest:**

Signature: 

Print Name: Julie Smith

Title: County Clerk