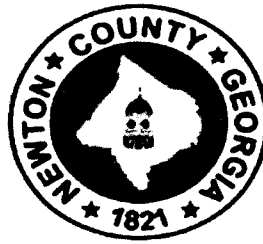




Approved 6/21/2016
\$ 42,000.00



**PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT
FOR THE
2016 LMIG BRIDGE MAINTENANCE PROJECT**

THIS AGREEMENT is made and entered into this 3 day of August, 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

In 2014, GS&P prepared a Bridge Assessment for the County. The County has selected seven (7) of the bridges in the report for repair and/or maintenance and has received 2016 LMIG funding for the project. The Consultant is assigned the task of preparing the plans and specifications in sufficient detail to be used in the selection of a contractor and for performance of the work. The Contractor will be selected by the County through a competitive bid process. Consultant will use the 2014 Bridge Assessment report, as well as seven (7) site visits, as a basis for producing the repair plans and specifications. Consultant will include a list of repair items for each bridge and a cost estimate for each recommended maintenance or repair item. The County has secured \$279,000 in 2016 LMIG funding for all seven (7) bridges. This amount is based on the cost estimates in the 2014 Bridge Assessment.

The County will produce the Contract Documents, based on the plans and specifications prepared by Consultant, receive the competitive bids, and manage the construction. Additional inspections by GS&P during and after construction will be performed, if requested by the County, but are beyond the scope of this Agreement.

The design shall include seven (7) bridges to be repaired as listed below:

1. Covington Bypass over Dried Indian Creek
2. Old Alcovy Road over Alcovy River
3. Sewell Road over Shoal Creek
4. Elks Club Road over Wrights Creek
5. Rocky Plains Road over Yellow River
6. Cook road over Gum Creek
7. Edwards Road over Gum Creek

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 **FORTY-TWO THOUSAND DOLLARS (\$42,000)** (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

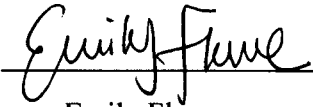
Signature: 

Print Name: Jody Braswell, P.E.

Title: Principal

[CORPORATE SEAL]

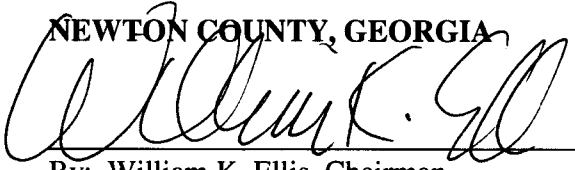
Attest/Witness:

Signature: 

Print Name: Emily Flowe

Title: Project Manager Assistant

NEWTON COUNTY, GEORGIA



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

Attest:

Signature: 

Print Name: Jackie Smith

Title: County Clerk

