

SUPPLEMENTAL AGREEMENT
To Master Contract Dated May 1, 2013
Asphalt Inspection of the 2017 Resurfacing of Streets Contract
November 17, 2016

NORTH CAROLINA

GUILFORD COUNTY

THIS SUPPLEMENTAL AGREEMENT to a contract, made November 2, 2016, by and between the CITY OF GREENSBORO, a municipal corporation in Guilford County, North Carolina, hereinafter called the "City," and Volkert Inc., hereinafter called "Engineer."

WITNESSETH:

WHEREAS, the City has previously entered into an On-Call Professional Services Agreement dated November 17, 2016, with Engineer; and

WHEREAS, pursuant to said Agreement, Engineer has contracted to perform various professional services described therein as requested by the City for various public works projects; and

WHEREAS, the City desires Engineer to perform the said services for the asphalt inspection of the 2017 Resurfacing of Streets according to the terms of the Agreement and the documents attached hereto;

NOW, THEREFORE, it is hereby agreed that Engineer will perform the professional services described in the following documents and the documents being incorporated herein by reference. It is further agreed that the work will be performed on a time and material basis as detailed in the attached Construction Engineering and Inspection (CEI) estimate. The maximum limiting amount shall not exceed the total sum of **\$170,000.00** with a basic lump sum fee of **\$154,702.84** and an upset limit of **\$15,297.16**. The services shall be performed according to the terms and conditions as described in the basic Agreement for On-Call Engineering Services to which this Agreement is supplemental.

PROJECT DESCRIPTION:

This agreement applies to the asphalt inspection of the 2017 Resurfacing of Streets.

SCOPE OF SERVICES:

The asphalt inspection services will be performed to meet the City of Greensboro asphalt inspection standards. Engineer will provide complete asphalt inspection services, which will include but are not limited to the following services:

1) PROJECT COORDINATION

a) Coordination with City Construction Inspections and City Engineering Design.

Engineer will coordinate his activities with the City Construction Inspections Superintendent and the City Engineering Design section. Coordination will include appropriate correspondence and exchange of information. The exchange of information will include timely communications from the Engineer and the City whenever either becomes aware of information that should be provided to the other, such as the need for any deviation from the plans and specifications.

b) Meetings

Engineer will attend office and field meetings as required to coordinate inspection activities.

2) PRE-CONSTRUCTION CONFERENCE

Engineer will attend the Pre-Construction Conference to receive instructions and to participate in a general review of the plans and specifications and upcoming construction activities.

3) ASPHALT INSPECTIONS REQUIREMENTS

Engineer will meet the following requirements:

- (A) Perform all asphalt inspection requirements and administration duties as set forth by the City Construction Inspections Superintendent.
- (B) Specific items to be inspected under this agreement are the asphalt resurfacing of streets for the 2017 Resurfacing of Streets contract.
- (C) Report and perform daily communication of project status with city E&I supervision personnel.
- (D) Interpret, enforce, and communicate contract specifications to contractor and city personnel.
- (E) Certified NCDOT Concrete Testing.
- (F) Certified QMS Asphalt Roadway Inspection.
- (G) Borrow Sampling.

- (H) ABC Sampling.
- (I) Knowledge of traffic control in accordance with the MUTCD manual.
- (J) Experienced in interpreting plans and specifications.
- (K) The manager shall evaluate/approve or seek appropriate approval for all submittals.
- (L) Maintain daily diaries of project and download monthly such documentation onto city's archive database.
- (M) Record field changes and verify accurate record drawings for completed project.
- (N) Coordinate city survey personnel to perform construction staking on project.
- (O) Ensure contractor has obtained and maintains required permits from City/State for the project.
- (P) Provide own transportation and tools necessary to perform inspections.
- (Q) Evaluate/approve monthly invoicing for payment.
- (R) The manager shall be responsible for evaluation/approval of change orders and provide basis for approval of prices, plus write supplemental agreements to be evaluated/approved by City E & I supervisor.
- (S) Ensure all projects are staffed and that personnel are performing the above duties.

ADDITIONS OR REVISIONS NOT INCLUDED IN SCOPE OF SERVICES:

This task shall be included solely at the discretion of the City. Engineer shall perform work under this task only upon written notification from the City and upon approval of the additional associated fees. Fees for these tasks, if required, will be taken from the upset limit fees included within the total fees for the project.

Breakdown of Tasks and Associated Costs

See attached cost sheet.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PROFESSIONAL SERVICES MANAGEMENT UNIT

revised Asphalt techs CEI estimate 02017.xlsm
11/17/2016
10:19 AM
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Construction Engineering and Inspection (CEI)

WBS-XXXXX.XX
Asphalt Technicians
LSC #XXXXXXXXXX

Choose YES or NO to
Hide/Unhide Appropriate
Estimate Sheets as dictated
by Task Order Scope.

ENGINEERING AND INSPECTION TECHNICIANS

		Regular Direct Labor	
Volkert	Prime Contractor Technicians	\$	53,213.60
Volkert	Prime Contractor Overhead Audited -- FIELD	126.99% \$	67,575.95
	Subcontractor1 Technicians	\$	-
0	Subcontractor1 Overhead Audited -- FIELD	\$	-
	Subcontractor2 Technicians	\$	-
0	Subcontractor2 Overhead Audited -- FIELD	\$	-
	Subcontractor3 Technicians	\$	-
0	Subcontractor3 Overhead Audited -- FIELD	\$	-
Subtotal		\$	120,789.55
Operating Margin (Fixed Fee Rate) (Usually 9%)		9.00% \$	10,871.06
Subtotal		\$	131,660.61
Volkert	TOTAL PREMIUM LABOR - Prime Contractor	\$	2,419.20
0	TOTAL PREMIUM LABOR - Subcontractor1	\$	-
0	TOTAL PREMIUM LABOR - Subcontractor2	\$	-
0	TOTAL PREMIUM LABOR - Subcontractor3	\$	-
TOTAL DIRECT SALARY COST CEI TECHNICIANS		\$	134,079.81

PROJECT MANAGEMENT/CONTRACT ADMINISTRATION

		Direct Labor	
Volkert	Prime Contractor Project Manager	\$	2,019.20
Volkert	Prime Contractor Overhead	160.79% \$	3,246.67
0	Subcontractor1 Project Manager	\$	-
0	Subcontractor1 Overhead	\$	-
0	Subcontractor2 Project Manager	\$	-
0	Subcontractor2 Overhead	\$	-
0	Subcontractor3 Project Manager	\$	-
0	Subcontractor3 Overhead	\$	-
Subtotal		\$	5,265.87
Operating Margin (Fixed Fee Rate) (Usually 9%)		9.00% \$	473.93
TOTAL DIRECT SALARY COST PM/CA		\$	5,739.80

APPENDIX D (continued)

PROJECT DIRECT EXPENSES

TOTAL DIRECT EXPENSES	\$	14,630.00
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AGREEMENT COSTS AND FEES SUMMARY

	Direct Salary Cost CEI Technicians	\$	134,079.81
	Direct Salary Cost Project Management/Contract Administration	\$	5,739.80
	Project Direct Expenses	\$	14,630.00
	TOTAL AGREEMENT COSTS AND FEES	\$	154,449.61
Volkert	Facilities Cost of Capital (Prime Contractor TECHNICIANS) FIELD	0.457%	\$ 243.19
Volkert	Facilities Cost of Capital (Prime Contractor PROJECT MANAGER) HOME	0.497%	\$ 10.04
0	Facilities Cost of Capital (Subcontractor 1 TECHNICIANS) FIELD		\$
0	Facilities Cost of Capital (Subcontractor 1 PROJECT MANAGER) HOME		\$
0	Facilities Cost of Capital (Subcontractor 2 TECHNICIANS) FIELD		\$
0	Facilities Cost of Capital (Subcontractor 2 PROJECT MANAGER) HOME		\$
0	Facilities Cost of Capital (Subcontractor 3 TECHNICIANS) FIELD		\$
0	Facilities Cost of Capital (Subcontractor 3 PROJECT MANAGER) HOME		\$
	TOTAL Non-DIRECT SALARY COST CEI TECHNICIANS & PM/CA	\$	253.23
	TOTAL DIRECT and NON-DIRECT SALARY COST CEI TECHs & PM/CA	\$	140,072.84
	Contingency		
	TOTAL AGREEMENT AMOUNT	\$	154,702.84
	FOR STAND-ALONE PURCHASE ORDERS ONLY – ADDITIVE:		
	STAND-ALONE PO WILL BE WRITTEN FOR THIS AMOUNT:		
	MANHOURS TECHNICIANS	2090	
	MANHOURS PROJECT MANAGEMENT	120	
	TOTAL MANHOURS	2210	
	LABOR COSTS	\$	140,072.84
	DIRECT EXPENSES	\$	14,630.00
	TOTAL COSTS		\$154,702.84

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the day and year first above written.

Volkert Inc.
5540 Centerview Drive, Suite 403
Raleigh, North Carolina 27606

For Consultant Date: _____.

Witnessed by: _____ Date: _____.

CITY OF GREENSBORO
GUILFORD COUNTY, NORTH CAROLINA

Recommended by: _____ Date: _____
City Engineer

Recommended by: _____ Date: _____
Director of Engineering & Inspections

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

Approved: _____ Date: _____
Deputy Finance Officer

Approved as to Form and Legality: _____ Date: _____
Deputy City Attorney

Approval Granted: _____ Date: _____
City Manager's Office

Attest: _____ Date: _____
City Clerk