



ENGINEERS

SURVEYORS

PLANNERS

November 29, 2021

06496-0005

Mr. Brent Detwiler, PE
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

RE: Amendment to Professional Services Contract
Hendersonville Northside Water System Improvements
Amendment No. 3

Dear Mr. Detwiler,

McKim & Creed, Inc. has prepared this Amendment No. 3 to the Professional Services Contract for the Hendersonville Northside Water System Improvements project, dated February 22, 2016. Construction of the Northside Water System Improvements has extended beyond the original construction contract durations as well as the previously estimated revised final completion date of October 8, 2021 due to inclement weather delays, delays due to the COVID-19 pandemic, and construction progress delays caused by the Contractor. This Amendment provides for extended construction administration, construction observation, and post-construction services as a result of the extended duration of construction contract.

As noted above, the construction of the Northside Water System Improvements project has extended beyond the previously estimated revised final completion date of October 8, 2021 as noted in Amendment No. 2. These delays will result in additional construction administration, construction observation, and post-construction services to be performed. Based on the Contractor's most recent progress schedule substantial completion is expected to be reached on or before January 31, 2022, and final completion is expected to be reached on or before February 28, 2022. These time frames will result in approximately five (5) months of additional construction and post-construction phase services beyond those described in Amendment No. 2.

This Amendment has been prepared to provide for extended construction and post-construction services for an additional construction contract duration of up to five (5) months, on a time and materials basis. The specific project scope items and compensation for the additional services are described in Attachment A to

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this Amendment. This letter Amendment and Attachment A form the entirety of Amendment No. 3.

If you find this Amendment acceptable, please return one signed copy to my attention. We appreciate this opportunity to continue to provide professional services to the City of Hendersonville.

Respectfully submitted,

McKIM & CREED, Inc.



Zachary Trammel, PE
Project Manager

Attachment

Accepted:

John Connet
City Manager

Date

AMENDMENT No. 3 – ATTACHMENT A
DESCRIPTION OF ADDITIONAL SERVICES
HENDERSONVILLE NORTHSIDE WATER SYSTEM IMPROVEMENTS

This Amendment No. 3 to the Northside Water System Improvements Professional Services Contract, dated February 22, 2016 between the City of Hendersonville, North Carolina (Owner) and McKim & Creed, Inc. (Engineer), is as outlined below:

I. PROJECT DESCRIPTION

The Northside Water System Improvements project (hereinafter referred to as the Project) is currently under construction by M. B. Kahn Construction Co., Inc. under contract with the City of Hendersonville. Construction of the project has extended beyond the original contract durations due to inclement weather delays and construction progress delays caused by the Contractor. This amendment is intended to provide for extended construction administration, construction observation, and post-construction services.

II. SCOPE OF SERVICES

- A. The following Professional Services shall be performed by the Engineer. See the Amendment No. 1 dated August 8, 2017 for specific original tasks. There are no changes to the original scope of work.

III. ADDITIONAL SERVICES

- A. **Additional Construction Phase Services Related to the Extended Construction Contract Period**

The Engineer will provide the following Construction Administration and Construction Observation services for an extended Construction Contract period of up to five (5) months beyond the previously estimated completion date of October 8, 2021, noted in Amendment No. 2. The new final completion date of the Construction Contract is estimated to be February 28, 2022, per the Contractor's most recent progress schedule.

Task 5.1: Construction Administration

1. Schedule and hold regular monthly construction meetings with the Owner and Contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.

2. Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the Contractor.
3. Receive, log, track, and respond to Contractor's written requests for information or clarification of the contract documents. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
4. Receive, log, track, and respond to notifications from Contractor of changes to work conditions and requests for change orders.
5. Review materials testing for conformance to the specifications.
6. Receive, log, track, and review contractor's monthly invoices and make recommendations for payment.
7. Conduct monthly site visits with the Construction Observer to review project status and confirm that work is progressing in general accordance with the approved construction documents.
8. Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punchlist and work with the contractor to determine outstanding work is completed.
9. Upon satisfactory completion of the Substantial Completion punchlist and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.
10. Schedule and conduct the final completion evaluation. Prepare the final completion punchlist and work with the Contractor to determine work is complete.
11. After the Contractor has satisfactorily completed the final punchlist, submitted all test results, redlined drawings, and release of waivers and claims, the Engineer will prepare the Final Completion Certification.

Task 5.2: Construction Observation

The Engineer will provide a Construction Observer (Observer) who is qualified and experienced in the construction of municipal water systems. For this project, it is agreed that the Observer will visit the site on a part-time basis (varying during the construction period but on an average of two days per week). The Observer will provide the following services:

1. The Observer shall prepare reports for each day he is on site and submit them to the Engineer for review on a weekly basis.
2. The Observer will maintain a photographic record during construction to document aspects of the construction process.
3. The Observer will immediately call the Contractor's attention to work that is being completed that does not comply with the approved plans and specifications. Should the Contractor fail to remedy the situation, the Observer will immediately contact the Engineer.
4. The Observer shall document field conditions and will maintain a record as to the weather, Contractor's personnel on-site, Contractor's equipment on-site and the specific work completed since the last site visit.
5. The Observer shall confirm that Contractor's red-line drawings are continuously being kept up-to-date and being completed to the standards of care.
6. The Observer shall review that Contractor's monthly pay requests to confirm that all quantities are accurate and shall recommend payment.
7. The Observer shall participate in monthly construction meetings and will represent the Engineer in responding to technical questions.
8. The Observer will participate in the Substantial Completion and Final Completion evaluations.

B. Post-Construction Services

The Engineer will provide the following post-construction services following substantial and final completion of the project.

Task 6.1: System Startup and Commissioning

The Engineer will provide technical services to work with the Contractor, equipment representatives, electrical subcontractor, and Owner's operators to systematically startup, test, and commission the new Project to determine that the system is completely functional and meets the project requirements.

Task 6.2: Record Drawings

The Engineer will prepare record drawings based on the Contractor's marked up red-lined "as-built" drawings and information from the Construction Observer. Final as constructed surveys will not be made for final horizontal and vertical elevation verifications of the completed project. After review of the Contractor's

red-line documents by the Engineer’s Construction Observer to ensure completeness, we will prepare after construction “Record Drawings” reflecting the identified changes (as compared to the Released for Construction set of documents) for the project. Record Drawings will be submitted to the Owner upon completion. After the Owner approval, digital (AutoCAD & pdf copies) will be made of the full drawing set and delivered to the Owner digitally.

Task 6.3: Contractor Warranty Period Reviews

The Engineer will assist the Owner with a mid-year warranty review with the Contractor to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected. The Engineer will assist the Owner with a final warranty review with the Contractor at 11-1/2 months after substantial certification to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected.

II. COMPENSATION

McKim & Creed will perform the additional services outlined above for the fee amounts listed below. Services will be billed monthly on an hourly time and expense basis in accordance with the hourly rate schedule included in the Amendment No. 1, dated August 8, 2017.

<u>Task</u>	<u>Fee</u>
A. Additional Services Task 5.1: Construction Administration	\$21,300.00 (N.T.E.)
B. Additional Services Task 5.2: Construction Observation	\$50,100.00 (N.T.E.)
C. Post-Construction Services	\$10,200.00 (N.T.E.)
Total:	\$81,600.00 (N.T.E.)

N.T.E. – Not To Exceed