



WithersRavenel

Our People. Your Success.

November 4, 2020

Town of Lake Lure
2948 Memorial Hwy
PO Box 255
Lake Lure, NC 28746

Attn: Shannon Baldwin,

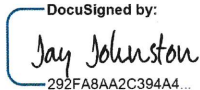
RE: WR 08180945.01
AMENDMENT TO Professional Services Agreement
Firefly Cove - Chimney Rock Water System Interconnection

Dear Mr. Baldwin,

WithersRavenel is pleased to provide this Amendment to the Agreement for Engineering Services for the Firefly Cove - Chimney Rock Water System Interconnection project. If you have any questions or concerns about the agreement, please do not hesitate to call me at the number listed below.

Sincerely

WithersRavenel

DocuSigned by:

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James N. Johnston, P.E.
Senior Project Manager

84 Coxe Avenue, Suite 260 | Asheville, NC 28801
Office: 828.255.0313 | Mobile: 828.989.6785
Email: jjohnston01@withersravenel.com

Attachments:

Amendment to the Agreement for Professional Services

Agreement Amendment Town of Lake Lure Firefly Cove – Chimney Rock Water System Interconnection

A. Description of Amendment

This AMENDMENT applies to the original Professional Services Agreement dated **February 28, 2019** between WithersRavenel (CONSULTANT) and Town of Lake Lure (CLIENT).

The initial Agreement (Tasks 1-4) produced an engineered design for a booster pump station (BPS) that will serve to join the Lake Lure distribution system to the Firefly Cove distribution system and fill the Firefly Cove storage tank. The BPS relies on the Chimney Rock storage tank to supply adequate suction head for the operation of the BPS. Any plans to isolate the Lake Lure system from the Chimney Rock system will need to include provisions for providing adequate suction head to the BPS.

This AMENDMENT (Tasks 5-8) carries the work performed under the initial Agreement forward to make a biddable, constructible project including efforts to coordinate power extension to the BPS site, assess the existing pressure reducing valve and address its suitability or need for replacement, incorporate owner preferences on layout and building design, refine documents for advertising, bidding, awarding and administering the project, and provide construction observation and contract administration for the project.

B. Scope of Services

Task 5 – Power Availability and Extension to Site

Town staff have handle communication and coordination with the power company to this stage. In this task we will integrate ourselves into the coordination with the power company regarding availability and logistics of extending power to the pump site. Power company is already engaged in the conversation and has expressed willingness to consider extending their power grid to the BPS site. Preference will be 480V, 3-phase. We will match motor configuration with available power supply in the project specifications and contract documents.

If 3-phase power cannot be extended to the pump site, coordinate with pump suppliers to scope proper transformer for site and add to pump site design.

Task 6 – Pressure Reducing Valve

Because of the difference in hydraulic grade between the Firefly Cove system and the Lake Lure system, a pressure reducing valve (PRV) is needed to prevent the Firefly Cove system from over pressurizing the Lake Lure system and overflowing storage tanks. There are currently two PRVs: one is scoped into our project design and one is preexisting, residing in a manhole adjacent to a closed valve that isolates the two systems from each other. Little is known of this PRV. We were alerted to the presence of this valve during review by Public Water Supply Section and we must assess its suitability and whether the other PRV can be eliminated from the plans.

Investigate existing PRV for serial number and configuration. Consult OEM vendor for technical data, configuration, settings, and capabilities. Assess whether it is adequate for the application. If it is adequate, CONSULTANT will delete the PRV we included in our design. If it is not adequate, CONSULTANT will retain the PRV that was scoped into the permitted design and engineer the removal of the existing PRV.

Task 7 – Advertise and Bid

Publish the project on Quest for public distribution. Provide technical assistance during advertisement period and conduct a pre-bid meeting. Attend and conduct bid opening. Evaluate received bids and present written recommendation of award.

Task 8 – Contract Administration and Construction Observation

Provide contract administration services, including administration of funding agency requirements. This will include processing monthly progress payments from the contractor. Provide construction observation to see that the intent of the design is implemented as intended. This effort will be coordinated with Town staff and applied as needed.

C. Exclusions/Additional Services

Services that are not included in Section B or are specifically excluded from this AMENDMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit II. The following services are excluded from this Scope of Services:

- ▶ Surveying, staking, maps, plats, easements
- ▶ Geotechnical investigations
- ▶ Evaluation or design of controls, including telemetry and SCADA. It is our understanding, based on communication with Town staff, that the Town's telemetry and SCADA integrator will provide the system controls necessary for the operation of the pumping system.

D. Compensation for Services

A. Hourly Fee

CONSULTANT proposes to provide the services described in this AMENDMENT on an Hourly Fee basis as described in the table below plus reimbursable expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task Number	Task Name	Lump Sum Fee
5	Power Availability and Extension to Site	\$5,000
6	Pressure Reducing Valve	\$5,000
7	Advertise and Bid	\$7,500
8	Contract Administration and Construction Observation	\$26,500
Total		\$44,000

B. Expenses

Expenses shall be considered reimbursable and include, but are not limited to the following:

Expense Name	Estimated Expense Budget
Prints	\$400
Mileage	\$200
Shipping/Delivery	\$200
Total	\$800

C. Fee Summary

Fee Type	Estimated Fee/Budget
Hourly Budget	\$44,000
Reimbursable Expenses Budget	\$800
Total	\$44,800

E. Timeline for Services

The professional services described herein shall be completed and submitted within a timeframe mutually agreed upon between the CLIENT and CONSULTANT.

NOT TO EXCEED PER COUNCIL.
OSB 11/17/20

F. Acceptance

Receipt of an executed copy of this AMENDMENT will serve as the written agreement for the AMENDMENT between CONSULTANT and CLIENT for the services outlined herein.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511



Authorized Signature

Kevin Eason, PE
Printed Name

Director of Utilities
Title

keason@withersravenel.com
Email Address

919.469.3340
Phone

Accepted by CLIENT:

Town of Lake Lure
2948 Memorial Hwy
PO Box 255
Lake Lure, NC 28746



Authorized Signature

C. SHANNON BALDWIN
Printed Name

TOWN MANAGER
Title

TOWNMGR@TOWNOFLAKELURE.COM
Email Address


828-625-9983, EXT 101
Phone

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:

Printed Name:

Date:


Sam A Karr
11/17/20