

**AGREEMENT**  
**BETWEEN**  
**CITY OF CROSSVILLE**  
**AND**  
**HUSSEY GAY BELL – NASHVILLE, LLC**  
**FOR**  
**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand Twenty-three and between the CITY OF CROSSVILLE (hereinafter called the OWNER) and HUSSEY GAY BELL – NASHVILLE, LLC (hereinafter called the ENGINEER) that supersedes the agreement dated April 14<sup>th</sup> 2020:

WITNESSETH: THAT WHEREAS, the OWNER intends to relocate wastewater facilities in conflict with the Tennessee Department of Transportation SR-28 (US-127) from North of I-40 to Near Potato Farm Road (180008-2221-14; STP-28(31); PIN 100260.01) utility relocation project (hereinafter called the PROJECT).

NOW, THEREFORE, THE ENGINEER AND OWNER in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1 - GENERAL**

The ENGINEER shall provide professional engineering services as set forth in SECTION 2, SCOPE OF SERVICES. A Project Manager, acceptable to the OWNER, shall be assigned by the ENGINEER.

## SECTION 2 - SCOPE OF SERVICES

2.01 It is understood between the OWNER and ENGINEER that:

The ENGINEER will provide professional engineering services for the project to include the following listed services:

- Verify size and location of existing utility facilities. If shown incorrectly on road plans, furnish plan sheet showing corrected location of existing facilities;
- Identify existing facilities to be relocated or abandoned;
- Show betterment credits;
- Prepare five sets of “rainbow” drawings for the Tennessee Department of Transportation and the City of Crossville’s review;
- Prepare digital specifications for submission to the Tennessee Department of Transportation;
- Prepare spreadsheet files showing item number and quantities;
- Send digital drawings and specifications to the Tennessee Department of Transportation to be included in the Highway project bid “B Submission”;
- Prepare cost estimate increase determination of facilities to be relocated both on and off existing right-of-way;
- Attend the Tennessee Department of Transportation pre-construction conference; and
- Assist the City of Crossville and Tennessee Department of Transportation in pertinent construction management issues that may arise.

2.02 It is understood between the OWNER and ENGINEER that:

The ENGINEER will provide full time resident inspection services for the duration of construction of the project to include the following services:

- Preparation of daily written reports including, but not limited to, weather conditions, construction activities, machinery utilized, manpower utilized and materials installed;
- Oversee contractor to ensure conformance to the materials and methods as specified in the technical specifications; and

- Oversee contractor to ensure conformance to the governing materials submittals.

### SECTION 3 - COMPENSATION

3.01 It is understood between the OWNER and ENGINEER that:

OWNER shall compensate the ENGINEER for services as described in Sections 2.01 and 2.02 an hourly fee not to exceed \$120,101.34

### SECTION 4 - GENERAL PROVISIONS

#### 4.01 Changes

The OWNER may, at any time by written notice, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of (or time required for) performance of any service whether or not change by order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment must be asserted in writing within thirty (30) days from the date of receipt by ENGINEER of the notification of change order unless OWNER wants to grant a further period of time.

#### 4.02 Re-Use of Documents

All documents furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other project. OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from OWNER's re-use without specific written verification or adaptation by the

ENGINEER, the ENGINEER will be entitled to further compensation at rates to be agreed upon by OWNER and ENGINEER.

4.03            Successors and Assigns

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants to this Agreement, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER or ENGINEER.

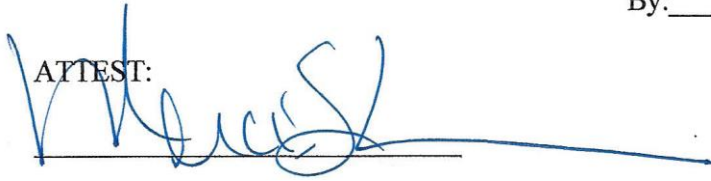
5.04            Termination

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first above written.

**ENGINEER**  
HUSSEY GAY BELL – NASHVILLE, LLC

By:   
Robert D. Stigall, P.E., President

ATTEST: 

**OWNER**  
CITY OF CROSSVILLE

By: \_\_\_\_\_  
R.J. Crawford, Mayor

ATTEST:  
\_\_\_\_\_