

AGREEMENT FOR ENGINEERING SERVICES
HOLIDAY HILLS AND MEADOW PARK LAKE
MISCELLANEOUS WTP IMPROVEMENTS
CITY OF CROSSVILLE, TENNESSEE

THIS AGREEMENT made this _____ day of _____, 2022, by and between the CITY OF CROSSVILLE, a municipality, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee Corporation, hereinafter called the ENGINEER.

WITNESSETH, that the OWNER owns and operates the Holiday Hills and Meadow Park Lake Water Treatment Plants.

WITNESSETH, that the OWNER is desirous of making miscellaneous improvements to the water treatment plants generally consisting of improvements to the automatic transfer switches (ATS) at the Meadow Park Lake Water Treatment Plant (filter building and high service building); new tube settlers at Meadow Park Lake Water Treatment Plant; replacement tube settlers at Holiday Hills Water Treatment Plant; and a new VFD, replacement check valve, and replacement surge relief valve at the Holiday Hills Water Treatment Plant (high service pump station), and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to provide engineering services related to the design of the Project.

NOW THEREFORE the OWNER and the ENGINEER agree that for and in consideration of the payments stipulated herein the ENGINEER agrees to perform the work described hereinafter:

1. DESIGN

a. Scope of Work

The Design Phase shall consist of the preparation of Plans and Specifications for the competitive bidding, award, and construction of the following:

Improvements to the automatic transfer switches (ATS) at Meadow Park Lake Water Treatment Plant (filter building and high service building), new tube settlers at Meadow Park Lake Water Treatment Plant; replacement tube settlers at Holiday Hills Water Treatment Plant; and a new VFD, replacement check valve, and replacement surge relief valve at the Holiday Hills Water Treatment Plant (high service pump station).

The design shall be performed in accordance with the regulations of the Tennessee Department of Environment and Conservation (STATE) and shall be submitted to the STATE with approval obtained.

The ENGINEER shall perform the necessary design calculations, prepare the plans and the detailed specifications and contract documents, and prepare a final cost estimate based on the final design. The ENGINEER shall consult with the OWNER at various stages of the design giving the OWNER the opportunity to comment on the concept and to request changes before said design becomes final. Further the ENGINEER shall consult with the OWNER and secure the OWNER's approval of various manufacturers of mechanical equipment to be used.

After the OWNER approves the layouts and equipment selections, if changes are made by the OWNER, the ENGINEER shall be paid at the ENGINEER's standard hourly rates as set forth in Attachment No. 1.

The Plans and Detailed Specifications and Contract Documents furnished by the ENGINEER shall be approved by the OWNER, the OWNER's Attorney and the STATE.

The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans and Specifications as may be required by the STATE without additional charge.

The ENGINEER shall secure electrical and mechanical engineering services necessary to fulfill the performance of this AGREEMENT.

The ENGINEER shall furnish copies of the Plans and Specifications as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER six (6) sets of the Plans and Specifications for execution. Original documents, surveys notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

b. Compensation

The OWNER agrees to pay the ENGINEER the lump sum of FIFTY-EIGHT THOUSAND DOLLARS (\$58,000) for the work described in this paragraph payable monthly on a pro rata basis as the work progresses. The OWNER agrees to reimburse the ENGINEER for Plans review fees or other fees charged by regulatory agencies.

2. ADVERTISING AND AWARD

a. Scope of Work

The ENGINEER agrees to provide assistance during the construction contract bidding process by preparing an advertisement for bids; directly notifying qualified contractors about the project; electronic advertisement using QuestCDN; conducting a pre-bid conference if required; attending the bid opening; reviewing and tabulating bids and making a recommendation as to award of the construction contract.

The ENGINEER shall conduct a pre-bid conference, attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding the contracts for construction.

b. Compensation

OWNER shall pay the ENGINEER the lump sum amount of EIGHT THOUSAND DOLLARS (\$8,000.00) for each bidding to be paid after bidding for services performed in accordance with this paragraph upon presentation of invoices.

3. GENERAL ENGINEERING AND RESIDENT OBSERVATION

a. Scope of Work

The ENGINEER agrees to provide general engineering services during construction including review of Contractor(s)' shop drawings for compliance with specifications, checking Contractor(s)' periodic pay requests, preparing any necessary change orders, making reports to the OWNER relative to the progress and quality of workmanship and attending any necessary conferences.

The Engineer agrees to provide a Resident Project Representative (RPR) for resident observation of the work of the Construction Contractor(s).

The ENGINEER shall endeavor by general observations and by the furnishing of a RPR to guard OWNER against defects and deficiencies in the work of the Contractor(s) and to assure OWNER that the plans and specifications are adhered to, but the ENGINEER does not guarantee the performance of the Contractor. The RPR's duties are as outlined in Attachment No. 2 of this AGREEMENT.

The ENGINEER will provide OWNER with three (3) sets of prints of record drawings. Such drawings will be based upon construction records provided by the Contractor and upon the records of the Resident Project Representative.

b. Compensation

The OWNER agrees to pay the ENGINEER the lump sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the General Engineering services described in this paragraph payable monthly on a pro rata basis as the work progresses and is based on a construction period of 90 calendar days.

The OWNER agrees to pay the ENGINEER the lump sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) for the Resident Observation services described in this paragraph payable monthly on a pro rata basis as the work progresses and is based on a construction period of 90 calendar days.

4. EXCLUSIONS

The ENGINEER shall not and will not be considered in charge of or responsible for acts of the Construction Contractor(s)' methods of construction, construction, construction progress, construction forces or equipment or OSHA safety procedures.

The work contracted does not include a bond prospectus or related documents.

The ENGINEER will not be considered responsible for or in charge of non-technical items not within its purview and/or control, including but not limited to, legal and financing services.

No inclusion or allowance is made for boundary surveys requiring the stamp of a registered land surveyor or acquisition documents.

The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.

5. OWNER'S RESPONSIBILITIES

The OWNER will furnish "As-Built" plans of its existing facilities for the ENGINEER's use.

The OWNER will furnish access to all lands required for surveying and/or investigative work.

The OWNER will verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.

The OWNER will furnish liaison with and will be responsible for securing permits, licenses or other approvals from local and State utilities including electric, gas, and telephone.

The OWNER will obtain any special property surveys required for acquisition of sites and/or easements.

The OWNER will pay permit fees and plans review fees charged by regulatory agencies.

6. CONFINED SPACES

During the performance of the work under this contract the ENGINEER may find it necessary to enter "confined space(s)", as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)", however, the OWNER shall provide training for the equipment furnished, the OWNER'S Permit System or any other condition special to the OWNER'S facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

For work to be constructed, the ENGINEER will place a provision in the Construction Contract Specifications requiring the Contractor to assume responsibility for Confined Space Compliance during construction.

7. OWNERSHIP OF DOCUMENTS

Specifications as instruments of service are the property of the ENGINEER whether the work for which they are made be executed or not, and shall not be used on other work except by agreement with the ENGINEER.

8. TERMINATION

The obligation to provide further services under this AGREEMENT or any specific scope of work may be terminated by either party upon seven 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.

The OWNER may terminate or suspend performance of the AGREEMENT or any specific scope of work for OWNER's convenience upon written notice to the ENGINEER. The ENGINEER shall terminate or suspend performance of the work on a schedule acceptable to the OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all services performed to that time period. Upon restart, OWNER's mutually agreed upon adjustment shall be made to ENGINEER's compensation.

9. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the work or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

10. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT will be:

OWNER: Tim Begley
Director of Engineering
City of Crossville
392 Main Street
Crossville, TN 38555
(931) 456-6172

The designated representative of the ENGINEER empowered to receive all correspondence, instructions, and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT will be:

ENGINEER: Matthew K. Rice, P.E.
Manager, East Tennessee Office
J. R. Wauford & Company,
Consulting Engineers, Inc.
908 West Broadway
Maryville, Tennessee 37801
(865) 984-9638

The OWNER and the ENGINEER each binds itself, its successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT. This shall not be construed so as to prohibit the ENGINEER from employing such specialists as the ENGINEER may deem necessary.

Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this AGREEMENT without written consent of the other.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year above written.

ENGINEER:

OWNER:

J. R. WAUFORD & COMPANY
CONSULTING ENGINEERS, INC.

CITY OF CROSSVILLE


BY: 

J. Gregory Davenport, P.E.
President

BY: _____
R.J. Crawford
Mayor

ATTEST:

ATTEST:

BY: 

Stephen C. Lee, P.E.
Corporate Secretary

BY: _____
Valerie Hale
City Clerk

- Attachment No. 1: Engineer's Standard Charges effective January 1, 2022
- Attachment No. 2: A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2022

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-21. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

- A. Travel by private vehicle at the rate approved by the IRS.
- B. Travel by scheduled airline or charter plane at cost.
- C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.
- D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.
- E. Mobile phone bills for resident observers and surveyors.
- F. Other consultant fees as approved by client.

Attachment No. 2

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR) to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of material and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures, or for safety precautions or programs or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedule: Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR

when CONTRACTOR's operations affect OWNER's on-site operations.

- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Visiting Inspectors and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or has been damaged, or does not meet the requirements of any test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing or approval.
 - c. Verify that tests, equipment and system startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of Work.
 - c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Materials: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

12. Completion:

- a. Before ENGINEER issues a Notice of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final observation in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.