

AGREEMENT FOR ENGINEERING SERVICES
INTERBASIN TRANSFER PERMITTING ASSISTANCE
CROSSVILLE, TENNESSEE

THIS AGREEMENT made this _____ day of _____, 2020, by and between the CITY OF CROSSVILLE, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee Corporation, hereinafter called the ENGINEER.

WITNESSETH, that the OWNER obtains raw water from Holiday Hills Lake, Meadow Park Lake, and Lake Tansi, and

WITNESSETH, that raw water is treated at Holiday Hills and Meadow Park Water Treatment Plants and pumped into the water distribution system, and

WITNESSETH, that the location of the City of Crossville results in raw water being transferred from the Upper Tennessee-Clinch/Emory River Basin to the Upper Cumberland River Basin, and

WITNESSETH, that this transfer of raw water between river basins requires certain permits be obtained from the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Valley Authority (TVA), and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to prepare the applications necessary to renew these permits for submission to TDEC and TVA.

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

1. PERMITTING ASSISTANCE

a. Scope of Work

The scope of work associated with preparing applications to renew permits authorizing the interbasin transfer of water in Tennessee is influenced by the requirements of reviewers within TDEC and TVA. The scope of work necessary to renew these permits described hereinafter represents the ENGINEER'S opinion based on regulatory rules and guidelines but may require expansion in response to demands of regulatory reviewers.

The ENGINEER will process data and information furnished by the OWNER to establish the annual daily and highest daily peak withdrawal from the Lake Tansi intake for the calendar years 2015, 2016, 2017, 2018 and 2019 as requested by the Tennessee Valley Authority (TVA) as additional information for the Department of the Army/TVA Joint Application Form associated with the Lake Tansi interbasin transfer permit renewal application package.

The ENGINEER, in consultation with the OWNER, will develop projections for the annual daily and highest daily peak withdrawal from the Lake Tansi intake for the calendar years 2020, 2021, 2022, 2023 and 2024 as requested by the TVA as additional information for the Department of the Army/TVA Joint Application Form associated with the Lake Tansi interbasin transfer permit renewal application package.

The ENGINEER will prepare the Joint Application Form (Department of the Army/TVA) and the Section 26a Permit and Land Use Application Applicant Disclosure Form required by TVA in a format ready for execution by the OWNER.

The ENGINEER will prepare an Individual Permit Application for the renewal of Interbasin Water Transfer Permit No. IWT000011 in accordance with the requirements of Rules of the Tennessee Department of Environment and Conservation Division of Water Resources; Interbasin Water Transfers Chapter 0400-40-13-.03.

b. Compensation

The OWNER agrees to pay the ENGINEER monthly for work performed under this paragraph upon presentation of invoices as outlined in Attachment No. 1 – Standard Charges. Based on the ENGINEER'S opinion of the scope of work, a budget in the amount of TEN THOUSAND DOLLARS (\$10,000) is established. In the event that this budget is exceeded, the ENGINEER will provide to the OWNER documentation of the activities required by the regulatory reviewers that were outside the ENGINEER'S opinion of the scope of work.

The budget amount does not include fees associated with issuance of permits required by TDEC and TVA.

2. OWNER'S RESPONSIBILITIES

The OWNER will furnish data and information required for permit applications.

The OWNER shall pay all permit fees charged by regulatory agencies.

3. TERMINATION BY OWNER

The OWNER may terminate this AGREEMENT for its convenience upon 30 days written notice to the ENGINEER and pay the ENGINEER for all work performed for the OWNER up to the date of termination.

4. DISPUTE RESOLUTION 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 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.

5. 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.

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: J. Gregory Davenport, P.E.
 President
 J. R. Wauford & Company, Inc.
 Consulting Engineers
 2835 Lebanon Pike
 P. O. Box 140350
 Nashville, Tennessee 37214
 (615) 883-3243

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:

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

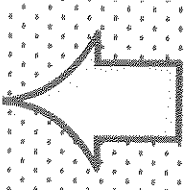
OWNER:

 CITY OF CROSSVILLE, TENNESSEE

BY: 

 J. Gregory Davenport, P.E.
 President

BY: _____
 James Mayberry
 Mayor

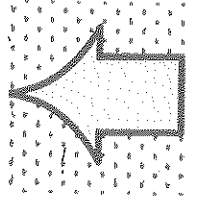


ATTEST:

Robert S. Qualman Jr.
Robert S. Qualman, Jr., P.E.
Corporate Secretary

ATTEST:

Valerie Hale
City Clerk



Attachment No. 1 – Standard Charges

Attachment No. 1

STANDARD CHARGES

(for services performed by our firm on
projects not covered by formal contract)

Effective January 1, 2020

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 12-31-19. 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.