

AGREEMENT FOR ENGINEERING SERVICES
ARPA REGIONAL WATER SYSTEM IMPROVEMENTS
MILLER AVENUE – CONNECTION WITH CRAB ORCHARD UTILITY DISTRICT
CITY OF CROSSVILLE, TENNESSEE

THIS AGREEMENT, made this _____ day of _____, 2024, 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.

WHEREAS, OWNER requires engineering services in connection with the design, preparation of plans and specifications and construction of ARPA REGIONAL WATER SYSTEM IMPROVEMENTS – MILLER AVENUE: CONNECTION WITH CRAB ORCHARD UTILITY DISTRICT. as described hereinafter, to be referred to as the “Project”.

WHEREAS, the OWNER desires that the ENGINEER provide engineering services in general accordance with the American Rescue Plan (ARP) Competitive Grant Water Reuse Award Letter to the City of Crossville dated November 2, 2023; Tennessee Department of Environment and Conservation (TDEC) Rules and Regulations; State and Water Infrastructure Grants (SWIG) Program requirements; and the American Rescue Plan Grant Implementation Guidance Manual, and

WHEREAS, the OWNER desires to employ the ENGINEER to provide engineering services for the Project as described hereinafter.

FOR AND IN CONSIDERATION of the covenants contained herein, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

a. Preliminary Engineering Services

Prepare a Preliminary Engineering Report that meets the requirements of the Tennessee Department of Environment and Conservation (TDEC), State and Water Infrastructure Grants (SWIG) Program, and the American Rescue Plan Grant Implementation Guidance Manual.

b. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

(1) Scope of Work

The scope of work to be performed as part of this AGREEMENT consists of the preparation of Plans and Specifications for the Project as follows:

The OWNER wishes to design water system improvements in the vicinity of Miller Avenue. The goal of the proposed water system improvements is to provide an interconnection with Crab Orchard Utility District. The Design Phase shall consist of the preparation of Plans and Specifications for the competitive bidding, award, and construction of the following components:

- (a) Approximately 17,000 L.F. of 12-inch DIP Water Line,
- (b) Approximately 880 L.F. of 20-inch Bored Steel Casing Pipe,
- (c) Approximately seven (7) Connections to Existing Facilities
- (d) Built-in-Place Water Booster Station
- (e) Master Meter and Structure
- (f) Valves, Fire Hydrants, and Appurtenances
- (g) Approximately five (5) Stream Crossings

(2) Services to be Performed

- (a) The ENGINEER shall attend conferences with the OWNER or other interested parties as may be reasonably necessary.
- (b) The ENGINEER shall perform the necessary design surveys, accomplish the detailed design, and prepare specifications and contract documents. If, after the OWNER approves the proposed site or design, changes are made by the OWNER, the ENGINEER shall be paid the ENGINEER's standard hourly rates as set forth in Attachment No. 1 – Standard Charges.
- (c) The ENGINEER shall consult with the OWNER during the Design, securing the OWNER'S input and approval. The ENGINEER shall present to the OWNER for comment Draft Plans and Specifications.
- (d) The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans as may be required by the

Tennessee Department of Environment and Conservation (STATE) at no extra cost to the OWNER.

- (e) The Plans and Detailed Specifications furnished by the ENGINEER shall be approved by the OWNER and the STATE.
- (f) Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract, digital copies detailed drawings, specifications, and contract documents for use by the OWNER, and appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
- (g) The ENGINEER shall furnish digital copies of the drawings, specifications and contract documents 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 drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- (h) The drawings prepared by the ENGINEER shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish the OWNER without any additional compensation, three (3) copies of a map(s) showing the general location of construction easements and permanent easements and the land to be acquired if such are needed. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER. The ENGINEER will not furnish metes-and-bounds descriptions which meet the standards of Registered Land Surveyors for awarding the contracts for construction.

c. Assistance with Bidding and Award of the Construction Contract

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; attending the pre-bid meeting if required, attending the bid opening; reviewing and tabulating bids and making a recommendation as to award of the construction contract.

d. General Engineering During Construction

The ENGINEER agrees to provide general engineering services during construction including review of contractor's submittals for compliance with technical specifications, reviewing contractor's requests for periodic payment, preparing any necessary change orders, making reports to the OWNER based on visual observations relative to the Project's progress and quality of workmanship, and attending any necessary conferences. The ENGINEER shall have no authority or responsibility to supervise any aspect of the construction or the construction workforce. Construction supervision shall be the sole responsibility of the Contractor.

e. Resident Project Representation During Construction

The ENGINEER agrees to furnish a Resident Project Representative (RPR) for on-the-job observation of the work of the construction contractor while onsite. The ENGINEER shall endeavor by general visual observations and by the furnishing of an RPR to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and determine whether the Plans and Specifications are adhered to, but the ENGINEER is not responsible for the Contractor's means, methods, and techniques of construction or safety procedures and does not guarantee the performance of the Contractor. The Resident Project Representative's duties are as outlined in Attachment No. 2 to this AGREEMENT.

The ENGINEER will provide the 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.

f. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraphs a. through f. being performed, the following services may

be provided by the ENGINEER upon prior written authorization of the OWNER.

- (1) Hydraulic or other studies that may be required.
- (2) Preparation of descriptions of any easements or acquisitions of any required to construct the project.
- (3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.
- (4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
- (5) Preparation of environmental assessments or environmental impact statements.
- (6) Preparation of information necessary for project financing including grant and/or loan applications.
- (7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraphs a. through f. hereinbefore.

2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

a. Preliminary Engineering Services

For performance of the scope of services described at Paragraph 1.a., hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of FIFTEEN THOUSAND DOLLARS (\$15,000), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

b. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

For performance of the scope of services described at Paragraph 1.b. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of THREE HUNDRED AND SEVENTY-FIVE THOUSAND (\$375,000), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

c. Assistance with Bidding and Award of the Construction Contract

For performance of the scope of services described at Paragraph 1.c. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of TEN THOUSAND DOLLARS (\$10,000), payable upon bidding of the construction contract.

d. General Engineering During Construction

For performance of the General Engineering During Construction scope of services described at Paragraph 1.d. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of NINETY-SIX THOUSAND DOLLARS (\$96,000), payable on a monthly pro rata basis as construction proceeds.

e. Resident Project Representation

For performance of the Resident Project Representation scope of services described at Paragraph 1.e. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of ONE HUNDRED AND NINETY-TWO THOUSAND DOLLARS (\$192,000), payable on a monthly pro rata basis as construction proceeds.

f. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.f. hereinbefore which are requested in writing by the OWNER, the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

- a. 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 progress, construction forces or equipment or safety procedures.
- b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.
- c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.

- d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.
- e. 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.
- f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

4. OWNER'S RESPONSIBILITIES

- a. The OWNER will furnish access to all lands required.
- b. The OWNER will furnish any records required.
- c. The OWNER will furnish plans of existing facilities to the extent such plans are available.
- d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.
- e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.

- f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.
- g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.
- h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

5. CONFINED SPACES

During the performance of the services under this AGREEMENT, 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 required 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.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services 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.

7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for cause or convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the

termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

8. LIMITATION OF LIABILITY

Neither the ENGINEER, ENGINEER's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the OWNER, and anyone claiming through or under client, for any claims, losses, costs, or damages in an amount in excess of the proceeds of the available professional liability insurance (see Attachment No. 3 – Certificate of Liability Insurance) coverage required by this AGREEMENT by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence.

9. 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 shall be:

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 shall be:

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

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The ENGINEER agrees to comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The ENGINEER agrees to provide the State of Tennessee, the OWNER, Treasury, the Comptroller General of the United States, or their authorized representatives access to books, documents, papers, and records of the ENGINEER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The ENGINEER agrees to permit the foregoing parties to reproduce files or to copy excerpts and transcriptions as reasonably needed.
- (3) The ENGINEER agrees to assist the Treasury or authorized representatives in providing access to construction or other work sites pertaining to the work being completed under the contract.

The OWNER and the ENGINEER each bind itself, its partners, 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.

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 first written above.

ENGINEER:

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

OWNER:

CITY OF CROSSVILLE,
CUMBERLAND COUNTY, TENNESSEE

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: Standard Charges

Attachment No. 2: A Listing of the Duties, Responsibilities and Limitations of Authority
of the Resident Project Representative

Attachment No. 3: Certificate of Liability Insurance

Engineer TDEC Certifications: Byrd Anti-Lobbying Amendment Certification,
Certification Regarding Debarment, suspension and
Other Responsibility Matters, Iran Divestment Act
Certification, and Non-Boycott of Israel Certification

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2023

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 12-31-22. 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.



Attachment No. 3
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 104 Woodmont Blvd. Suite 400 Nashville TN 37205		CONTACT NAME: Canessa Jones PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cjones@risk-strategies.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9995688	07/28/2022	07/28/2024	Each Claim \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

CERTIFICATE HOLDER

CANCELLATION

Evidence of insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- ☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ☒ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- ☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	
Signature of Authorized Representative	Date
J. Gregory Davenport, P.E., President	615-883-3243 gregd@jrwauford.com
Printed Name and Title	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	
Signature of Authorized Representative	Date
J. Gregory Davenport, P.E., President	615-883-3243 gregd@jrwauford.com
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	J. R. Wauford & Company Consulting Engineers, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

J. Gregory Davenport, P.E., President

PRINTED NAME AND TITLE OF SIGNATORY

DATE



STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	
Signature of Authorized Representative	Date
J. Gregory Davenport, P.E., President	615-883-3243 gregd@jrwauford.com
Printed Name	Phone Number / Email Address