



Memorandum of Understanding (For Consultant Engineering Services)

It is agreed hereto by and between the parties as follows:

The Utility and Consultant shall follow the procedures for the "Use of Consultant Engineers by Utilities" as outlined in the current issue of the Department's Standard "Utility Procedures Manual, Section 2.1 and 2.2.

All plans and adjustments, reallocations or locations of utilities within highway rights-of-way will conform to the current issue of the Department's "Rules and Regulations for Accommodating Utilities Within Highway Rights-of-way" and amendments thereto.

If the Engineer finds that it is necessary to increase the ceiling amount of the estimated engineering fee, or any part thereof, the Utility shall make a written request to the State setting forth the anticipated overrun by category of engineering services and the reasons for the overrun, subject to the approval of the State prior to incurring such costs. The profit figure as shown on the engineer's estimate will not be changed unless the scope of the work is changed. No increase shall be binding upon the State unless written prior approval is given by the State.

The plans and estimate shall be completed and submitted for review and approval in accordance with the State's project schedule. Failure of the Utility and/or the Consultant Engineer to meet the State's schedule shall result in damages assessed against the Utility in the amount of \$200.00 per working day.

The standard Certification of Consultant Form, the estimate of engineering fees and a statement of the scope of work involved are attached hereto and made a part of this memorandum.

City of Crossville

Utility

By: _____ Date: _____
Utility Signature

Gresham Smith

Consultant Engineer

By: _____ Date: 8/8/19
Consultant Signature

Approved: _____ Date: _____
State Utilities Office