

City of Crossville
Downtown Economic Development/Streetscape
Improvement Project

Amendment No. 3 to Agreement

between

City of Crossville, Tennessee

and

E. G. & G., Inc.

for

The Preparation of a Water Main Redesign and Bid Package

Whereas, the City of Crossville, Tennessee and E. G. & G., Inc., Landscape Architects, Planning Consultants, and Consulting Engineers entered into an Agreement on July 14, 2008 relative to the Crossville Downtown Economic Development/Streetscape Improvement Project:

Whereas, the City of Crossville, Tennessee approved Amendment No. 1 to said Agreement on April 13, 2010 for Engineering services relative to the Crossville Downtown Economic Development/Streetscape Improvement Project:

Whereas, the City of Crossville, Tennessee approved Amendment No. 2 to said Agreement on September 13, 2011 for preparation of the Drinking Water Facilities Plans relative to the Crossville Downtown Economic Development/Streetscape Improvement Project:

Now Therefore, this Amendment No. 3 is made on the _____ day of _____, 2014 by and between the City of Crossville, Tennessee, 392 North Main Street, Crossville, Tennessee 38555, hereinafter referred to as the "Client" and E. G. & G., Inc., Landscape Architects, Planning Consultants, and Consulting Engineers, with its principal place of business being 2725 Abington Court, Suite 200, Fairlawn, Ohio 44333, hereinafter referred to as the "Consultant". The Client and Consultant agree as follows:

Section 1: Project Area:

The project area is defined as Main Street from West Adams Street to approximately 140 LF north of Neecham Street.

Section 2: Scope of Services:

A proposed water main was originally designed as part of the larger Crossville Downtown Economic Development Project. The original design was based upon the understanding that the sidewalks, roadway and utility infrastructure would be replaced for the entire project area. It is now the direction of City Council to only replace the existing water main at this time, which will be funded by the secured State Revolving Funds program.

The Consultant shall provide the following Engineering Services.

1. Minor redesign of the originally proposed water main in order to adapt the design to the existing roadway and sidewalk conditions.
 - a. The overall vertical and horizontal location is anticipated to remain as originally designed. This should allow the installation of the other originally proposed infrastructure components (i.e. storm sewer, undergrounding of overhead utilities, etc.) if the City decides to install them at a later date.
 - b. Fire hydrant locations will be modified. Originally curb extensions, landscape areas and widened sidewalks were proposed. Placement will now be based upon the existing sidewalk conditions.
 - c. Surface trench repairs will be specified both in the roadway and sidewalks.
2. The originally proposed Specifications and Contract Documents will be revised to include the sections specifically related to the water main improvements.
 - a. The State Revolving Funds sections will remain.
 - b. Other originally anticipated funding source sections will be removed.
 - c. Quantities will be updated.
 - d. An updated Opinion of Probable Construction Cost will be provided.
3. Bidding
 - a. Coordinate with Client to publicly advertise project for bidders.
 - b. Answer contractors' questions and prepare any necessary addenda.
 - c. Tabulate and analyze bids.
 - d. Review bidder qualifications.
 - e. Make recommendations for award to Client after reviewing contractors' qualifications.

Section 3: Supplemental and/or Additional Services:

Supplemental and/or Additional services are not anticipated. Supplemental Services would address such additional services as revising the horizontal and vertical location of the water main, extending the limits of the water main improvements along Main Street or down intersecting side streets, securing additional permits beyond the currently secured TDEC and TDOT permits, conducting a prebid conference, etc.

Section 4: Fee Schedule

Preparation of Construction Documents:	Lump Sum Fee	\$7,500
Bidding:	Lump Sum Fee	\$3,500
	Total:	<u>\$11,000</u>

Section 5: Method of Payment:

Payment of the professional fee shall be made monthly on an hourly basis plus expenses per attached Standard Schedule of Hourly Rates.

The Consultant shall submit monthly statement for services rendered. The Client shall make monthly payments in response to Consultant's billings. Payment is due and payable within thirty (30) days of receipt of invoice.

Section 6: Time of Completion:

A time goal of four (4) weeks is anticipated for the completion of the Construction Documents.

Section 7: Federal, State, and City Laws

The Consultant shall comply with all Federal, State, and City laws and ordinances applicable to the work to be done under this Agreement.

Section 8: Endorsement

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under local and state laws to perform such work.

Section 9: Ownership of Documents

1. All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Consultant or one of its Subconsultants.
2. A party may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
3. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of that data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted that data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
4. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
5. Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Subconsultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

6. If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

Section 10: Equal Employment Opportunity

During the performance of this Agreement, the Consultant agrees to act as follows:

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, color, religion, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading demotion or transfer, recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; any selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age.

Section 11: Insurance

The Consultant shall comply with the Worker's Compensation Law of the State of Tennessee and shall carry at least the following minimum sums of insurance:

1. Public Liability Insurance in an amount of not less than \$1,000,000, including those resulting in death to any one person and in an amount of not less than \$1,000,000 for any one accident or occurrence.
2. Property Damage Insurance in an amount of not less than \$1,000,000 on account of any one accident or occurrence. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the Consultant, its employees, and representatives for damages for personal injury and wrongful death and damages to the property from the negligence or wrongful acts of the Consultant, its employees, agents, or representatives in the performance of the project covered by this Agreement.
3. Professional Liability Insurance shall be carried and kept in full force and effect by the Consultant during the life of this Agreement in an amount not less than \$1,000,000 for damages resulting from negligent acts, errors, or omissions in the professional services rendered by the Consultant under this Agreement.

Section 12: Work Commencement and Authorization:

The execution of this agreement by both parties shall serve as authorization for the consultant to commence work under this Amendment No. 3 to the Agreement.

On April 15, 2013 E. G. & G., Inc. was purchased by CT Consultants, Inc. of Mentor, Ohio. As part of that acquisition E. G. & G., Inc's rights and obligations to the above-mentioned project have been "assigned" to CT Consultants, Inc. EG&G continues to provide professional services under the agreement as EG&G a division of CT Consultants, Inc. By signing this Amendment No. 3 to the Agreement the City of Crossville acknowledges the assignment EG&G's Agreement to CT Consultants, Inc.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed on the day and year first above written. The Client and Consultant have hereunder affixed their signatures to duplicate copies of this Amendment to the Agreement, each of which shall be deemed an original.

WITNESS

City of Crossville, Tennessee
392 North Main Street
Crossville, Tennessee 38555

_____ By: _____
Mayor, City of Crossville, Tennessee

E. G. & G., Inc.
2725 Abington Court, Suite 200
Fairlawn, Ohio 44333

_____ By: _____
Vice President, E. G. & G., Inc.