



**City of Crossville**  
**Downtown Economic Development/Streetscape**  
**Improvement Project**

Agreement  
between  
City of Crossville, Tennessee  
and  
CT Consultants, Inc.  
for  
Determination of Sidewalk Replacement Areas

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:

Now Therefore, this Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Crossville, Tennessee, 392 North Main Street, Crossville, Tennessee 38555, hereinafter referred to as the "Client" and CT Consultants, Inc. (formerly E. G. & G., Inc., Landscape Architects, Planning Consultants, and Consulting Engineers), with its principal place of business being 8150 Sterling Court, Mentor, Ohio 44060, 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 Lantana Road to approximately 140 LF north of Neecham Street.

**Section 2: Scope of Services:**

New sidewalks were 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 sections of the existing sidewalk that do not meet current ADA requirements.

The Consultant shall provide the following Sidewalk Study Services.

1. Provide one site visit to review the project area in order to determine the sidewalk and curb areas that do not meet current ADA requirements and/or are in poor condition.
2. Review the Existing Conditions Survey, that was previously provided to the Client as part of the Crossville Downtown Economic Development Project, to determine sidewalk and curb areas that do not meet ADA gradient requirements.
3. Prepare a Preliminary Plan that identifies proposed sidewalk and curb areas that should be replaced.
4. Prepare an Opinion of Probable Construction Cost, based upon the Preliminary Plan.

### **Section 3: Supplemental and/or Additional Services:**

Supplemental and/or Additional services can be provided by Consultant if requested. Supplemental Services would address such additional services as attending Council and/or Public meetings, preparing final construction drawings for construction, providing additional/updated survey information, securing permits, extending the limits of the project area, etc.

### **Section 4: Fee Schedule**

Sidewalk Study:	Lump Sum Fee	\$18,950
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### **Section 5: Method of Payment:**

Payment of the professional fee shall be made monthly on a lump sum basis.

The Consultant shall submit a 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 eight (8) weeks is anticipated for the completion of the 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 rendered 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 Agreement.

IN WITNESS WHEREOF, the parties have caused this 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 Agreement, each of which shall be deemed an original.

WITNESS

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

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By: \_\_\_\_\_  
Mayor, City of Crossville, Tennessee

CT Consultants, Inc.  
8150 Sterling Court  
Mentor, Ohio 44060

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By: \_\_\_\_\_  
Division Manager, CT Consultants, Inc.