



G R E S H A M
S M I T H A N D
P A R T N E R S

December 10, 2013

The Honorable J.H. Graham, III
Mayor
City of Crossville
99 Municipal Avenue
Crossville, Tennessee 38555

Subject: Professional Services Proposal
 Section III - Northwest Connector (SR 462)
 Interstate Drive Widening
 Utility Services
 City of Crossville
 GS&P Project No. 19258.12

Dear Mayor Graham:

Gresham, Smith and Partners is hereby submitting our fee proposal for services for Section III of the Northwest Connector project. This portion of the Northwest Connector Project (SR 462) is being designed through the Tennessee Department of Transportation.

At the request of the City of Crossville, we are providing this proposal for services related to utility adjustments along Section III (Interstate Drive) between SR 28, US HWY 127 and Genesis Road, SR 298. Due to probable conflicts along this section, TDOT will require this utility coordination.

1. **Preliminary Design & "Rainbow Drawings"** A preliminary level of design will be required by TDOT for all City owned utilities in that immediate area. Along with preliminary design documents, "Rainbow Drawings" and an Estimate of Construction Cost will be prepared reflecting all utilities, any anticipated conflicts and any proposed adjustments needed. The drawings and Estimate will be submitted to TDOT for approval in order to proceed with final roadway project plans development by TDOT.
Fee required - \$104,500.00



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2. **Final Design & Construction Documents** We are also providing a proposed fee for the completion of design and final construction drawings for any relocated City utility. These completed drawings will be used as bid documents for construction activities related to City utility relocations. Services also include easement descriptions and record drawings. **Fee required - \$52,000.00**

Total Proposed Fee (Preliminary Design and Final Design): \$156,500.00

A detailed scope of services for each of the above phases is included as Exhibit A in the attached agreement.

If these fees are acceptable to the City, please sign the attached contract document where indicated.

We sincerely appreciate the opportunity to continue working with you and your staff. Please feel free to contact me with any questions. You may reach me by phone at 615-770-8180 or by email at michael.flatt@gspnet.com. Additionally, you can contact Jody Vance at 615-770-8579.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Flatt".

Michael A. Flatt, P.E.
Senior Vice President

mh

Copy: Michael Flatt, GS&P
Jason Brady, GS&P
Rick Yeager, GS&P

EXHIBIT A

SCOPE OF SERVICES

CITY OF CROSSVILLE

**NORTHWEST CONNECTOR, FROM SR-28 TO SR-298 GENESIS RD. IN CROSSVILLE
PROJ NO.: STP-462(5); 18462-2201-14**

City of Crossville (Owner) and Gresham, Smith and Partners, in consideration of their mutual covenants herein, agree as follows:

SECTION 1

BASIC SERVICES

General

- A. Gresham, Smith and Partners will provide professional services in all phases of the Project to which this Agreement applies as hereinafter provided.

Preliminary Design

- A. After written authorization to proceed Gresham, Smith and Partners will prepare Rainbow Drawings as required by TDOT for all City owned utilities. In order to accurately prepare these drawings, Gresham, Smith and Partners will:
 - 1. In consultation with Owner prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, written description of the Project and opinion of probable Construction Cost.
 - 2. Attend Preliminary roadway project meeting held by TDOT.
 - 3. Conduct field inventory, if necessary, of all affected water and sewer facilities.
 - 4. Evaluate route alternatives and design for relocating and/or replacing various existing water and sewer facilities along the right-of-way of SR-462 from Station 5+00.34 to Station 90+16.75.
 - 5. Review preliminary engineering evaluation and recommendations with Owner and Tennessee Department of Transportation (TDOT).
 - 6. Revise preliminary engineering based on comments from Owner and TDOT and furnish to TDOT all necessary drawings and forms needed to satisfy the "A" Date requirements for relocation to be included in the Roadway Contract.

Final Design

- A. After written authorization to proceed with the Final Design Phase, Gresham, Smith and Partners will:
 - 1. On the basis of the accepted Preliminary Design documents and the opinion of probable Construction Cost prepare for incorporation in the Contract Documents

final drawings (hereinafter called "Drawings") to show the general scope, extent and character of the work to be furnished and performed by Contractor and construction specifications specific to the work required by the Contractor (hereinafter called "Specifications"). Gresham, Smith and Partners will not be responsible for errors or omissions on plans that have been developed and supplied by TDOT or City of Crossville.

2. Prepare 90% complete Construction Drawings based on the approved Preliminary Engineering.
 - a. Plan and Profile drawings of relocated water and sewer facilities
 - b. Construction Detail Sheets
 - c. Additional sheets as required by TDOT
3. Review 90% complete Construction Drawings and Specifications with Owner and TDOT.
4. Revise 90% Construction Drawings and Specifications based on comments from Owner and TDOT.
5. Furnish to TDOT all necessary drawings, specifications and forms needed to satisfy the "B" Date requirements for relocation to be included in the Roadway Contract.

Construction Phase (To be added later)

ADDITIONAL SERVICES

Services Requiring Authorization in Advance

- A. If authorized in writing by Owner, Gresham, Smith and Partners will furnish or obtain from others Additional Services of the following types which are not included as part of the Basic Services and will be paid for by Owner as indicated in Section 2 of this Exhibit.
 1. Preparation or review of environmental assessments and impact statements.
 2. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, construction schedule, character of construction or method of financing.
 3. Property surveys or related engineering services needed for design purposes and to enable Contractor to proceed with his work.
 4. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other legal or administrative proceeding involving the Project.
 5. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

6. Time spent by Gresham, Smith and Partners in performing its contractual responsibilities after the stated completion date of the construction contract.

Associated Compensation

- A. Owner will pay Gresham, Smith and Partners for Additional Services rendered by Gresham, Smith and Partners' principals and employees engaged directly on the Assignment as agreed at the time Additional Services are requested.
- B. Owner will pay Gresham, Smith and Partners for services and Reimbursable Expenses of independent professional associates and consultants employed by Gresham, Smith and Partners to render Additional Services, the amount billed to Gresham, Smith and Partners therefore times a factor of 1.05.

RESPONSIBILITIES OF THE OWNER

The following will be done by the Owner, at the Owner's expense under this Exhibit:

- A. Provide criteria and information as to Owner's requirements, including design objectives, space, capacity and performance requirements, expandability, and any budgetary limitations.
- B. Furnish copies of design and construction standards which Owner will require to be included in the Drawings and Specifications.
- C. Furnish all required governmental approvals and permits for the Project, including any easements that will be required.

SECTION 2

COMPENSATION FOR SERVICES

Basic Services

- A. For all Preliminary Design services under this Exhibit as listed in Section 1, Owner will pay Gresham, Smith and Partners a Lump Sum fee of **\$104,500.00**.
- B. For all Final Design services under this Exhibit as listed in Section 1, Owner will pay Gresham, Smith and Partners a Lump Sum fee of **\$52,000.00**.
- D. The amount of the fee billed for Professional Services will be based on Gresham, Smith and Partners' estimate of the proportion of the overall services actually completed during the billing period to the total contract.
- E. The fee includes compensation for Gresham, Smith and Partners' services and services of Gresham, Smith and Partners' Consultants, if any. Appropriate amounts have been incorporated in the fee to account for labor overhead, profit, and Reimbursable Expenses.

SECTION 3

PERIODS OF SERVICE

The provisions of this Work Authorization and the various rates of compensation for Gresham, Smith and Partners' services provided have been agreed to in anticipation of the orderly and continuous progress of the Project.

- A. Upon written authorization from Owner, Gresham, Smith and Partners will proceed with the Preliminary Design Phase services and will submit preliminary design documents and TDOT required paperwork within the time allotted to meet the TDOT "A" Date deadline.
- B. After Owner acceptance of the Preliminary Design Phase Services, including the opinion of probable Construction Cost, and written authorization from Owner, Gresham, Smith and Partners will proceed with the Final Design Phase, and will prepare Contract Documents and a revised opinion of probable Construction Cost for work on the project within the time allotted to meet the TDOT "B" Date deadline.