



April 23, 2018

Mr. Tim Begley
Public Works Director
City of Crossville
392 North Main Street
Crossville, Tennessee 38555-4232

Re: City of Crossville
Meadow Park – Pedestrian Bridge
City of Crossville, Tennessee

A2H # 18216

Dear Mr. Begley,

A2H is pleased to submit our Contract for design and consulting related services for this project. As a full services Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Kyle E. Hazel, PE will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Kyle at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, Inc.

A handwritten signature in blue ink, appearing to read 'Mark Askew', is positioned above the printed name.

Mark Askew, PE
Partner – Founder

A handwritten signature in blue ink, appearing to read 'Kyle Hazel', is positioned above the printed name.

Kyle Hazel, PE
Senior Civil Engineer



April 23, 2018

Mr. Tim Begley
Public Works Director
City of Crossville
392 North Main Street
Crossville, Tennessee 38555-4232

Re: City of Crossville
Meadow Park – Pedestrian Bridge
City of Crossville, Tennessee

A2H # 18216

Dear Mr. Begley,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Meadow Park – Pedestrian Bridge proposed in City of Crossville, Tennessee.

Additional aspects of the project include the following:

- A. Preliminary Engineering –Data Collection - Proposed Bridge Profile & Layout
- B. Final Design – Preparing Structural Construction Plans
- C. Construction Observation – Foundation only

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Crossville to provide these services in support of the project:

- Project Management
- Civil Engineering
- Structural Engineering
- Construction Observation

The phases described below represent our understanding of the project requirements as indicated by the Client:

Preliminary Engineering

- A. Inventory existing heavy timber logs / poles including dimensions, species, treatment, & condition.
- B. Determine span lengths & pedestrian bridge dimensions including profile in accordance with ADA requirements.
- C. Collect field data with City of Crossville survey crew at proposed foundation locations by performing soundings. (This is not considered a Geotechnical Investigation)
- D. Prepare Preliminary Engineering plans based on collected data, and present to City of Crossville for review and approval. After the Preliminary Engineering plans have been approved and accepted by the City of Crossville, A2H, Inc. will begin Final Design.

Final Design

- A. Prepare Final Design construction plans including superstructure detailing, and substructure foundation design. Final Design will be based on the use of the existing heavy timber logs / poles.
- B. Provide specifications for construction materials and procedures necessary in accordance with design requirements.

Construction Observation

- A. Visit construction site & observe foundation excavation for each substructure location, and make recommendations based on rock drilling and other requested explorations performed by City of Crossville construction staff.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. Environmental Site Assessment and Site Permitting.
- D. Geotechnical Investigation.
- E. Construction cost estimating.
- F. Advertisement for Bid.
- G. Our limited construction administration services do not include construction management tasks i.e. full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment request / change order request, etc.
- H. Quality Assurance Testing Services including but not limited to testing and special inspections not specifically stated above.
- I. The preparation of As-Built Drawings after completion of construction.
- J. Site and Topography Surveying.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

A. The following is a preliminary anticipated schedule:

May 18, 2018	Anticipated Notice To Proceed from Client.
June 22, 2018	The Preliminary Engineering phase is to be completed within five (5) weeks after Notice to Proceed.
July 31, 2018	Final Design phase is to be completed within four (4) weeks after Client approval of Preliminary Engineering phase.
August 31, 2018	Construction Observation phase is to be completed at the time of construction as requested by City of Crossville.

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 60 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, INC.



Mark Askew, PE
Partner – Founder

Attachment: Terms and Conditions

AGENT FOR: CITY OF CROSSVILLE

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF CROSSVILLE** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF CROSSVILLE** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF CROSSVILLE** shall reimburse the Consultant all expenses incurred for courier services, (e.g. Federal Express, United Parcel Service, etc.) mileage, long distance telephone calls, travel, printing and postage. Reimbursable Expenses Allowance shall be broken out in detail on the invoice. A handling charge of 15% shall be added to all reimbursable expenses.
3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF CROSSVILLE** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF CROSSVILLE** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **CITY OF CROSSVILLE** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, shall be borne by **CITY OF CROSSVILLE** or its consulting architect.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF CROSSVILLE**, or its independent architect or other consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF CROSSVILLE** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF CROSSVILLE** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF CROSSVILLE** should require Consultant to perform construction administration services, **CITY OF CROSSVILLE** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

Initials

Date

12. **CITY OF CROSSVILLE** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF CROSSVILLE** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF CROSSVILLE** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF CROSSVILLE** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF CROSSVILLE** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF CROSSVILLE**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **CITY OF CROSSVILLE** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
21. In the event **CITY OF CROSSVILLE** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF CROSSVILLE** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF CROSSVILLE** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF CROSSVILLE** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. The proposal represents the entire understanding between **CITY OF CROSSVILLE** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by **CITY OF CROSSVILLE**:

Signature

Date