

AMENDMENT NO. 6
AGREEMENT FOR ENGINEERING SERVICES
RAW WATER SUPPLY EVALUATION
CROSSVILLE, TENNESSEE

WHEREAS, there exists an AGREEMENT captioned "*Agreement for Engineering Services – Raw Water Supply Evaluation*" dated July 11, 2017 by and between the CITY OF CROSSVILLE, TENNESSEE as OWNER and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC. as ENGINEER; and

WHEREAS, the scope of Amendment No. 3 resulted in 1) the completion of a baseline environmental assessment leading to a Stream Functional Loss Determination Report, an Approved Jurisdictional Determination Request, a Hydrologic Determination, and an Acoustic Survey for the Indiana Bat and Northern Long-Eared Bat and 2) a Phase I Cultural Resources Report, all for the area that may be impacted by raising the normal water level in the Meadow Park Lake and all related to an application for a Section 404 Department of the Army Permit application and an Aquatic Resource Alteration Permit application/Section 401 Water Quality Certification request; and

WHEREAS, the scope of Amendment No. 4 resulted in 1) negotiations led by the ENGINEER that resulted in an estimated \$32 million reduction in the scope of mitigation required by the Tennessee Department of Environment and Conservation; 2) the completion of safe yield analysis modeling used to establish the most cost effective normal pool elevation of the raised Meadow Park Lake; and 3) preparing a preliminary engineering report of potential dam construction types and associated costs; and

WHEREAS, the scope of Amendment No. 5 resulted in 1) assisting the City of Crossville in negotiating a contract with Davey Resource Group for assistance in preparing a Section 404 Department of the Army Permit application and an Aquatic Resource Alteration Permit application (the Applications); 2) coordinating the work of Davey Resource Group in their assistance in preparing the Applications; 3) preparation of a Request for Proposals for Full Delivery Services for Compensatory Mitigation (RFP) and review of six RFP's submitted; 4) development of the "Project Purpose and Need" portion of the Applications; and 5) initial development of the "Alternatives Analysis" portion of the Applications; and

WHEREAS, the OWNER is desirous of employing the ENGINEER to provide engineering and administrative services related to the completion of the Section 404 Department of the Army Permit application and an Aquatic Resource Alteration Permit application/Section 401 Water Quality Certification request; and

WHEREAS, the OWNER and the ENGINEER desire to modify the AGREEMENT to add consideration for this additional scope.

NOW THEREFORE, the OWNER and the ENGINEER agree as follows:

1. Revise Paragraph 1.3 of the AGREEMENT that was added to the AGREEMENT by Amendment No. 4 as follows:

“1.3 COMPLETION OF SECTION 404 DEPARTMENT OF THE ARMY PERMIT APPLICATION AND AQUATIC RESOURCE ALTERATION PERMIT APPLICATION/SECTION 401 WATER QUALITY CERTIFICATION REQUEST

a. Scope of Work

The ENGINEER shall provide engineering and administrative services needed to perform the following activities related to the completion of the Section 404 Department of the Army Permit application and the Aquatic Resource Alteration Permit application/Section 401 Water Quality Certification request for which investigative work was performed under the terms of Paragraph 1.2 of the AGREEMENT that was added to the AGREEMENT by Amendment No. 2.

- 1) Prepare a draft agreement form between the City of Crossville and the selected full delivery services contractor for compensatory mitigation for use by the City of Crossville Attorney in preparing the final agreement form.
- 2) Coordinate preparation of the draft mitigation plan by City of Crossville’s mitigation contractor for inclusion in the final Department of the Army Section 404 Permit application and the Aquatic Resource Alteration Permit application / 401 Water Quality Certification request.
- 3) Complete the alternatives analysis portion of the Department of the Army Section 404 Permit application and the Aquatic Resource Alteration Permit application/Section 401 Certification request.
- 4) Prepare the draft Department of the Army Section 404 Permit application to the extent required by the U.S. Army Corps of Engineers for public notice proposes.
- 5) Revise / complete the draft Department of the Army Section 404 Permit application and Aquatic Resource Alteration Permit application/Section 401 Water Quality Certification

request to incorporate comments by appropriate federal and state agencies and submit the final Department of the Army Section 404 Permit application to US Army Corps of Engineers and the final Aquatic Resource Alteration Permit application/Section 401 Water Quality Certification request to Tennessee Department of Environment and Conservation.

- 6) Assist the City of Crossville with procurement of property needed to construct the raised Meadow Park Lake reservoir.

b. Compensation

The OWNER agrees to pay the ENGINEER at the ENGINEER'S standard hourly rates in accordance with Attachment No. 1 for the work described at Paragraph 1.3.a. of this Amendment No. 6. Due to the influences of the various regulatory agencies on the level of effort required to perform the work described at Paragraph 1.3.a. of this Amendment No. 6, a budget amount of \$100,000 (One Hundred Thousand Dollars) is established with the anticipation that this work can be completed for this amount.”

2. All other provisions of the AGREEMENT shall remain in full effect.

Remainder of this page is intentionally left blank.

IN WITNESS WHEREOF they have executed this AMENDMENT NO. 6 this _____ day of _____, 2026.

ENGINEER:

OWNER:

J. R. WAUFORD & COMPANY,
CONSULTING ENGINEERS, INC.

CITY OF CROSSVILLE, TENNESSEE

BY: 

J. Gregory Davenport, P.E.
Vice President

BY: _____
R. J. Crawford
Mayor

ATTEST:


Daniel G. Tribble, P.E.
Group Leader

ATTEST:

Baylee Rhea
City Clerk

Attachment:
Attachment No. 1: Standard Charges dated January 1, 2025

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2025

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-24. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

- A. Travel by private vehicle at the rate approved by the IRS.
- B. Travel by scheduled airline or charter plane at cost.
- C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.
- D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.
- E. Mobile phone bills for resident observers and surveyors.
- F. Other consultant fees as approved by client.