

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, in consideration of their mutual covenants herein, agree as follows:

SECTION 1

BASIC SERVICES

General

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

Construction Phase Services

- A. After written authorization to proceed Gresham Smith will:
 - 1. Furnish a Resident Project Representative ("RPR") to assist Owner in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
 - 2. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, RPR shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, RPR shall not, during such field checks or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The RPR neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - 3. The duties and responsibilities of the RPR are as follows:

General: RPR is Owner's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Owner. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Owner and Contractor.

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Owner concerning acceptability.

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples:

Record date of receipt of Samples and approved Shop Drawings.

Receive Samples which are furnished at the Site by Contractor, and notify Owner of availability of Samples for examination.

Advise Engineer, Owner and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of Work and Rejection of Defective Work:

Conduct on-Site observations of Contractor's work in progress to assist Owner in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer and Owner whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

Consult with Owner in advance of scheduled inspections, tests, and systems start-ups.

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to Engineer and Owner appropriate details relative to the test procedures and systems start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer and Owner.

Records:

Coordinate with Owner to maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Owner.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Maintain records for use in preparing Project documentation.

Upon completion of the Work, furnish original set of all RPR Project documentation to Owner.

Reports:

Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.

Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

Completion:

Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

4. Resident Project Representative shall not:
- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Exceed limitations of Engineer's authority as set forth in this Agreement.
 - Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - Accept shop drawing or sample submittals from anyone other than Contractor.
 - Authorize Owner to occupy the Project in whole or in part.

Owner's Responsibilities

- A. Owner shall have those responsibilities as set forth in the Agreement, subject to the following:
1. Coordination of information provided in Daily Log Reports will be conducted between the Engineer's RPR and the Owner. Final ownership, maintenance and submittals of Log Reports to TDOT Construction will be the joint responsibility of the RPR and Owner.
 2. RPR services for this project shall be provided at a full-time (40-hours per week) role. Owner is responsible for submitting monthly invoices to TDOT for reimbursement of the percentage of Inspection they are allowed under their contract with the State for the project.

SECTION 2

COMPENSATION FOR SERVICES

- A. For all RPR Services for the Water Line Relocation on the project, Owner will pay Gresham Smith an Hourly Not-To-Exceed fee of **\$167,250.00**, of which 20% is reimbursable to the Owner by TDOT for facilities that are on Existing Private ROW.
- B. For all RPR Services for the Sewer Line Relocation, Owner will pay Gresham, Smith and Partners an Hourly Not-To-Exceed fee of **\$200,000.00**, of which 6% is reimbursable to the Owner by TDOT for facilities that are on Existing Private ROW.
- D. The amount of the fee billed for Professional Services will be based on Gresham Smith personnel hours worked and expenses incurred during the billing period being invoiced to the Owner.
- E. The fee includes compensation for Gresham Smith's services. Appropriate amounts have been incorporated in the fee to account for labor overhead, profit, and Reimbursable Expenses.

F. Personnel Descriptions and Billing Rates for the fee listed in this Exhibit are as follows:

Principal	\$225.00/hour
Project Manager	\$185.00/hour
Resident Project Representative	\$125.00/hour
Administrative / APM	\$100.00/hour

OWNER: CITY OF CROSSVILLE

ENGINEER: GRESHAM SMITH

By: _____

By: _____

Title: _____

Title: Principal

Date: _____

Date: April 21, 2021