

AGREEMENT FOR ENGINEERING SERVICES  
RAW WATER SUPPLY EVALUATION  
CROSSVILLE, TENNESSEE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF CROSSVILLE, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee Corporation, hereinafter called the ENGINEER.

WITNESSETH, that the OWNER owns and maintains the Meadowpark Lake and Holiday Lake Reservoirs which supply raw water for the water treatment plants located near each lake, and

WITNESSETH, that the OWNER is allowed to transport excess water from Lake Tansi to Meadowpark Lake, and

WITNESSETH, that the OWNER has worked with the U.S. Army Corps of Engineers (USACOE) and its consultants for approximately 20 years related to the future water needs of the City of Crossville (CITY), and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to perform a review of available records related to the future water needs of the CITY and devise a Plan of Action specifically related to increasing the raw water storage volume of Meadowpark Lake.

NOW, THEREFORE the OWNER and the ENGINEER agree that for and in consideration of the compensation stipulated herein the ENGINEER agrees to perform the work described hereinafter:

1. PRELIMINARY ENGINEERING SERVICES

a. Scope of Work

The ENGINEER shall conduct preliminary engineering relative to providing a Plan of Action including the following items:

- (1) Evaluate existing water usage and raw water pumpage data to determine historical demands
- (2) Evaluate available population projections and potential future industrial water usage predictions to determine estimated 20 year and 50 year raw water demands

- (3) Review existing information provided by the USACOE related to the future water needs of the CITY
- (4) Review available records of the Meadowpark Lake Dam and use agreement related to the transfer of Lake Tansi water to Meadowpark Lake
- (5) Devise a Plan of Action related to the development of increased raw water storage including a preliminary scope of work, implementation timeline, and estimated costs
- (6) Prepare and submit up to six (6) hard copies and one (1) digital copy of a Preliminary Engineering Report of the findings

b. Compensation

The OWNER agrees to pay the ENGINEER the Lump Sum of FIFTEEN THOUSAND DOLLARS (\$15,000) for the work described in Paragraph 1. PRELIMINARY ENGINEERING SERVICES.

2. OTHER ENGINEERING SERVICES

It is anticipated that the implementation of the proposed Plan of Action will require additional engineering services and the OWNER and ENGINEER may negotiate a new AGREEMENT after the scope of work is defined.

3. OWNER'S RESPONSIBILITIES

The OWNER will furnish "As-Built" plans of its existing facilities and engineering studies and reports from the USACOE for the ENGINEER's use.

The OWNER will furnish access to all lands required for surveying and/or investigative work.

The OWNER will verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.

4. TERMINATION BY OWNER

The OWNER may terminate this AGREEMENT for its convenience upon 30 days written notice to the ENGINEER and pay the ENGINEER for all work performed for the OWNER up to the date of termination, not to exceed the total lump sum stated herein.

5. DISPUTE RESOLUTION MEDIATION

In an effort to resolve any conflicts that arise during the performance of the work or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

6. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT will be:

OWNER:                              Tim Begley  
    Director of Engineering  
    City of Crossville  
    392 Main Street  
    Crossville, TN 38555  
    (931) 456-6172

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT will be:

ENGINEER:                              J. Gregory Davenport, P.E.  
    President  
    J. R. Wauford & Company, Inc.  
    Consulting Engineers  
    2835 Lebanon Pike  
    P. O. Box 140350  
    Nashville, Tennessee 37214  
    (615) 883-3243

The OWNER and the ENGINEER each binds itself, its successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT. This shall not be construed so as to prohibit the ENGINEER from employing such specialists as the ENGINEER may deem necessary.

Except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without written consent of the other.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year above written.

ENGINEER:

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

BY:  \_\_\_\_\_

J. Gregory Davenport, P.E.  
President

OWNER:

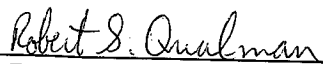
CITY OF CROSSVILLE, TENNESSEE

BY: \_\_\_\_\_

James Mayberry  
Mayor



ATTEST:

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Robert S. Qualman, P.E.  
Corporate Secretary

ATTEST:

\_\_\_\_\_  
Sally Oglesby  
City Clerk

