

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 30, 2020 (“Effective Date”) between

City of Crossville (“Owner”)

and GRW Engineers, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for 2020 CDBG Crossville Sewer System Improvements (“Project”).

Description of Engineer’s Services: Inspect Sanitary Sewer Manholes (Visual), and Sanitary Sewer Lines (CCTV), and Make Improvements in the Wastewater Collection System including; Sewer Rehabilitation of existing Sewer lines with Cured in Place Pipe, point repairs and manhole rehabilitation. Project is consistent with 2020 CDBG application and associated engineering report.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner

and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard CDBG General Conditions of the Construction Contract as prepared by the ~~Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition)~~ ECD.

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Note: Appendix A is attached referencing required Contract Conditions for Professional Services.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Amounts for Engineering Services as follows and outlined in the attached:

- Design: \$34,000.00
- General Engineering During Construction: \$10,000.00
- Resident Observation: \$50,000.00
- Other Engineering: Sewer Inspection Services, \$19,000.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By:  _____

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: Sept 30, 2020

Address for giving notices:

Address for giving notices:

City of Crossville

GRW Engineers, Inc.

City Hall, 392 N. Main Street

404 BNA Drive, Suite 201

Crossville, TN 38555

Nashville, TN 37217

APPENDIX A
CONTRACT CONDITIONS FOR PROFESSIONAL SERVICES
(Attachment to the City of Crossville Engineering Services Contract)

1. Minority Business Enterprise

Consistent with the provisions of Executive Order 11246, the Engineer will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Engineer will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.

2. Compliance with Nondiscrimination Law

The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state or local nondiscrimination laws, rules, and regulations, including but not limited to the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting, or subcontracting by the Grantee subjects contractors, subcontractors, and subrecipient entities to the same provisions. The Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

3. Civil Rights Act of 1964

The Engineer will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. Reports and Information

The Engineer will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and

will be retained for three years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by the City.

5. Access to and Retention of Records

The Engineer agrees to provide the City, the Department of HUD, or their authorized agents access to any records necessary to determine Contract compliance. The Engineer agrees to create and retain records supporting the services rendered or supplies delivered for a period of four (4) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Tennessee or third party, whichever is later. These records will be kept in the Engineer's offices in Nashville, Tennessee.

6. Avoidance of Conflict of Interest

The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that, in performing this Contract, it will employ no person who has any such interest. The Engineer will comply with the provisions of the applicable HUD regulations of 24 C.F.R.. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

7. Section 3 of the Housing and Urban Development Act of 1968

The Engineer will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with the CDBG-assisted project will be extended to lower income project area residents. Further, the Engineer will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

8. Section 109 of the Housing and Community Development Act of 1974

The Engineer will comply with the following provisions:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

**CITY OF CROSSVILLE
2020 CDBG COLLECTION SYSTEM REHABILITATION PROJECT
ESTIMATED PROJECT COSTS**

I. COLLECTION SYSTEM REHABILITATION (AREAS LISTED IN ORDER OF PRIORITY)

A. 4th Street to Adams Street Area (Approx 5,500 LF)

Item No.	Description	Qty	Unit	Unit Price	Total
1	8" CIPP Lining of Sewer Lines	2,000	LF	\$ 35.00	\$ 70,000
2	Point Repair of Sewer Line	5	EA	\$ 2,400.00	\$ 12,000
3	Manhole Replacement	10	EA	\$ 4,000.00	\$ 40,000
4	Manhole Rehabilitation	8	EA	\$ 1,200.00	\$ 9,600
5	Service Connection	5	EA	\$ 1,500.00	\$ 7,500
Subtotal Construction					\$ 139,100

B. Holiday Lake North Shore Approx (7,000 LF)

Item No.	Description	Qty	Unit	Unit Price	Total
1	8" CIPP Lining of Sewer Lines	1,500	LF	\$ 35.00	\$ 52,500
2	Point Repair of Sewer Line	1	EA	\$ 2,400.00	\$ 2,400
3	Manhole Replacement	5	EA	\$ 4,000.00	\$ 20,000
4	Manhole Rehabilitation	4	EA	\$ 1,200.00	\$ 4,800
5	Service Connection	4	EA	\$ 1,500.00	\$ 6,000
Subtotal Construction					\$ 85,700

C. Miller Ave Pump Station to Volunteer Heights (12,000 LF Gravity Sewer and 50 MH's)

Item No.	Description	Qty	Unit	Unit Price	Total
1	12" CIPP Lining of Sewer Lines	2,000	LF	\$ 48.00	\$ 96,000
2	Point Repair of Sewer Line	8	EA	\$ 2,400.00	\$ 19,200
3	Manhole Replacement	5	EA	\$ 4,000.00	\$ 20,000
4	Manhole Rehabilitation	10	EA	\$ 1,200.00	\$ 12,000
5	Service Connection	15	EA	\$ 1,500.00	\$ 22,500
Subtotal Construction					\$ 169,700

TOTAL PROJECT CONSTRUCTION ESTIMATE \$ 394,500

II. PROJECT COSTS

Construction	\$ 394,500
Administrative	\$ 37,000
Environmental Report	\$ 2,000
Legal	\$ 1,000
Engineering Design	\$ 34,000
Engineering During Construction	\$ 10,000
Resident Observation	\$ 50,000
Other Engineering (Sewer Inspection)(Ivy and Dawn Ave. Area)	
CCTV	5,000 EA \$ 3.00 \$ 15,000
Manhole Inspection	20 EA \$ 100.00 \$ 2,000
Heavy Cleaning if Needed	2,000 LF \$ 1.00 \$ 2,000
Contingencies	\$ 35,900
TOTAL PROJECT	\$ 583,400

FUNDING

CDBG Funds	\$ 525,060
Local Match	\$ 58,340
TOTAL FUNDING	\$ 583,400