

AGREEMENT FOR ENGINEERING SERVICES
HOLIDAY HILLS AND MEADOW PARK LAKE WTP SCADA IMPROVEMENTS
CROSSVILLE, TENNESSEE

THIS AGREEMENT made this _____ day of _____, 2021, 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 is desirous of improving the Supervisory Control and data acquisition (SCADA) system at the Holiday Hills and Meadow Park Lake Water Treatment Plants; including Remote Telemetry Units (RTU's) at five (5) tank sites, and associated equipment and instrumentation , and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to describe and specify the work to be undertaken and develop a request for proposal (RFP) to obtain competitive bids from pre-qualified systems integrators for the SCADA Improvements, and

WITNESSETH, that the OWNER is desirous of employing the ENGINEER to evaluate the cost and benefit of replacing the soft starts with VFDs for the 350 HP high service pumps located at the Holiday Hills high service pumping station and provide recommendations.

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. CONTROL AND MONITORING SYSTEM IMPROVEMENTS

a. Scope of Work

The Engineer shall develop a written request for proposal (RFP) which shall generally include the following items:

- (1) Functional description of the work to be undertaken which also describes how each plant operates and how long certain facilities can remain out of operation.
- (2) Technical description and specification of the components to be replaced within Crossville's SCADA system which is proposed to include manufacturer names and model numbers.

- (3) Description of the minimum type and amount of experience required for systems integrators to perform the work including requesting a resume of the actual employee that will be performing the work.
- (4) A description of a weighted bid evaluation which will allow for the selection of the most qualified systems integrator to perform the work, not necessarily the lowest price.
- (5) Minimum time requirements for the completion of the work.
- (6) Descriptions to preclude the use of proprietary or password protected equipment.

The RFP furnished by the ENGINEER shall be approvable by the OWNER and the OWNER's Attorney. Approval by the OWNER and the OWNER'S Attorney shall not be unreasonably withheld.

b. Compensation

The total for the work performed under Paragraph 1a. CONTROL AND MONITORING SYSTEM IMPROVEMENTS is TWENTY-TWO THOUSAND DOLLARS (\$22,000) as described hereinafter.

2. ADVERTISING AND AWARD

a. Scope

The ENGINEER shall solicit competitive bids from pre-qualified systems integrators. The ENGINEER shall answer questions by contractors and vendors, and issue addenda as necessary.

The ENGINEER shall attend the bid opening and tabulate the bid proposals, make an analysis of the bids using a weighted bid evaluation which will allow for the selection of the most qualified systems integrator to perform the work, not necessarily the lowest price, and make recommendations for awarding the contract(s) for construction.

b. Compensation

The OWNER shall pay the ENGINEER the Lump Sum of FOUR THOUSAND DOLLARS (\$4,000) for the work described in this paragraph.

3. ENGINEERING SERVICES DURING CONSTRUCTION

a. General Engineering, Preconstruction Meeting, Shop Drawing Review, Final Inspection

The ENGINEER agrees to provide general engineering services during construction including review of Contractor(s)' shop drawings for compliance with specifications, checking Contractor(s)' periodic pay requests, preparing any necessary change orders, making reports to the OWNER relative to the progress and quality of workmanship and attending any necessary conferences.

The ENGINEER shall endeavor by general observations to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and to assure the OWNER that the Specifications are adhered to, but the ENGINEER does not guarantee the performance of the Contractor.

b. Compensation

The OWNER agrees to pay the ENGINEER monthly for work performed under this paragraph upon presentation by the ENGINEER of invoices as outlined in Attachment No. 1 – Standard Charges with a ceiling price not to exceed TWENTY THOUSAND DOLLARS (\$20,000) based on a construction period of 180 calendar days. The ceiling price for this work shall include hourly rate charges and reimbursables shown in Attachment No. 1. The OWNER and ENGINEER agree to increase said ceiling price if the work schedule of the Contractor requires overtime pay in accordance with proposed federal regulations.

4. EVALUATION OF HOLIDAY HILLS HIGH SERVICE PUMP ELECTRICAL USAGE

c. Engineering Evaluation of Holiday Hills High Service Pump Electrical Usage

The ENGINEER agrees to evaluate the cost-benefit of replacing the current soft starts and throttling valves with VFDs and new check valves and provide a letter to the OWNER describing the recommended course of action.

d. Compensation

The OWNER shall pay the ENGINEER the Lump Sum of TWO THOUSAND DOLLARS (\$2,000) for the work described in this paragraph.

5. EXCLUSIONS

The ENGINEER shall not and will not be considered in charge of or responsible for, acts of the Construction Contractor(s)' methods of construction, construction progress, construction forces or equipment or OSHA safety procedures.

No inclusion or allowance is made for boundary surveys requiring the stamp of a registered land surveyor or acquisition documents.

6. OWNER'S RESPONSIBILITIES

The OWNER will furnish "As-Built" plans of its existing facilities 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.

The OWNER will furnish liaison with and will be responsible for securing permits, licenses or other approvals from local and State utilities including electric, gas, and telephone.

The OWNER will obtain any special property surveys required for acquisition of sites and/or easements.

The OWNER will pay permit fees and plans review fees charged by regulatory agencies.

7. OWNERSHIP OF DOCUMENTS

Specifications as instruments of service are the property of the ENGINEER whether the work for which they are made be executed or not, and shall not be used on other work except by agreement with the ENGINEER.

8. TERMINATION BY OWNER

The OWNER may terminate this AGREEMENT for its convenience upon 30 days written notice to the ENGINEER by the payment to the ENGINEER by the method set forth in Attachment No. 1 for any and all work performed by the ENGINEER for the OWNER up to the date of termination, not to exceed the total lump sum fee for the design.

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
CONSULTING ENGINEERS, INC.

OWNER:

CITY OF CROSSVILLE, TENNESSEE

BY: _____
J. Gregory Davenport., P.E.
President

BY: _____
James Mayberry
Mayor

ATTEST:

Stephen C. Lee, P.E.
Corporate Secretary

ATTEST:

Valerie Hale
City Clerk

Attachments:

Attachment No. 1: Engineer’s Standard Charges dated January 1, 2021