

AGREEMENT FOR ENGINEERING SERVICES
CATOOSA AREA WATER LINE EXTENSIONS
CITY OF CROSSVILLE, TENNESSEE

THIS AGREEMENT made this _____ day of _____, 2023, 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.

WHEREAS, OWNER requires engineering services in connection with the design, preparation of plans and specifications and construction of WATER SYSTEM IMPROVEMENTS – CATOOSA AREA WATER LINE EXTENSIONS as described hereinafter, to be referred to as the “Project”.

WHEREAS, the OWNER intends to utilize American Rescue Plan (ARP) Funds and the competitive bidding process to complete the aforementioned work.

FOR AND IN CONSIDERATION of the covenants contained, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

a. Preliminary Engineering Services

This Phase shall consist of the preparation of a Preliminary Engineering Report that meets the requirements of American Rescue Plan (ARP) Funds.

b. Engineering Survey, Preparation of Technical Specifications, Construction Drawings, and Contract Documents

(1) Scope of Work

The Design Phase shall consist of the preparation of Plans and Specifications for the following project:

- (a) Approximately 5,175 L.F. of 6-inch water line in the vicinity of Maynard Road
- (b) Approximately 3,700 L.F. of 4-inch water line and in the vicinity of Wilson Road.
- (c) Approximately 2,920 L.F. of 4-inch water line and in the vicinity of the intersection of Creston Road and Fredonia Road.

(d) Approximately 1,340 L.F. of 4-inch water line and in the vicinity of Creston Road and Northwood Drive.

(e) Required valves and connections.

(2) Services to be Performed

During the Design Phase the ENGINEER shall:

(a) The ENGINEER shall attend conferences with the OWNER or other interested parties as may be reasonably necessary.

(b) The ENGINEER shall perform the necessary design surveys, accomplish the detailed design, and prepare specifications and contract documents. If, after the OWNER approves the proposed site or design, changes are made by the OWNER, the ENGINEER shall be paid the ENGINEER's standard hourly rates as set forth in Attachment No. 1 – Standard Charges.

(c) The ENGINEER shall consult with the OWNER during the Design, securing the OWNER'S input and approval. The ENGINEER shall present to the OWNER for comment Draft Plans and Specifications.

(d) The ENGINEER shall, with the OWNER's concurrence, make such revisions to the Plans as may be required by the Tennessee Department of Environment and Conservation (STATE) at no extra cost to the OWNER.

(e) The Plans and Detailed Specifications furnished by the ENGINEER shall be approved by the OWNER and the STATE.

(f) Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract, digital copies detailed drawings, specifications, and contract documents for use by the OWNER, and appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

(g) The ENGINEER shall furnish digital copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested

parties, but may charge them for the reasonable cost of such copies. Upon award of the contract, the ENGINEER will furnish to the OWNER six (6) sets of drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

- (h) The drawings prepared by the ENGINEER shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish the OWNER without any additional compensation, three (3) copies of a map(s) showing the general location of construction easements and permanent easements and the land to be acquired if such are needed. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER. The ENGINEER will not furnish metes-and-bounds descriptions which meet the standards of Registered Land Surveyors for awarding the contracts for construction.
- (i) The ENGINEER shall prepare Storm Water Pollution Prevention Plan (SWPPP) and Aquatic Resources Alteration Permit (ARAP) applications if required and submit to the Tennessee Department of Environment and Conservation (TDEC).
- (j) The ENGINEER shall prepare Tennessee Department of Transportation (TDOT) utility crossing Permit and submit to TDOT if required.

c. Assistance with Bidding and Award of the Construction Contract

The ENGINEER agrees to provide assistance during the construction contract bidding process by preparing an advertisement for bids; directly notifying qualified contractors about the Project; electronic advertisement using QuestCDN; attending the pre-bid meeting if required, attending the bid opening; reviewing and tabulating bids and making a recommendation as to award of the construction contract.

d. General Engineering During Construction

The ENGINEER agrees to provide general engineering services during construction including review of contractor's submittals for compliance with technical specifications, reviewing contractor's requests for periodic

payment, preparing any necessary change orders, making reports to the OWNER based on visual observations relative to the Project's progress and quality of workmanship, and attending any necessary conferences. The ENGINEER shall have no authority or responsibility to supervise any aspect of the construction or the construction workforce. Construction supervision shall be the sole responsibility of the Contractor.

e. Resident Project Representation

The ENGINEER agrees to furnish a Resident Project Representative (RPR) for on-the-job observation of the work of the construction contractor while onsite. The ENGINEER shall endeavor by general visual observations and by the furnishing of an RPR to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and determine whether the Plans and Specifications are adhered to, but the ENGINEER is not responsible for the Contractor's means, methods, and techniques of construction or safety procedures and does not guarantee the performance of the Contractor. The Resident Project Representative's duties are as outlined in Attachment No. 2 to this AGREEMENT.

The ENGINEER will provide the OWNER with three (3) sets of prints of record drawings. Such drawings will be based upon construction records provided by the Contractor and upon the records of the Resident Project Representative.

f. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraphs a. through e. being performed, the following services may be provided by the ENGINEER upon prior written authorization of the OWNER.

- (1) Hydraulic or other studies that may be required.
- (2) Preparation of descriptions of any easements or acquisitions of any required to construct the project.
- (3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.
- (4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
- (5) Preparation of environmental assessments or environmental impact statements.
- (6) Preparation of information necessary for project financing including grant and/or loan applications.
- (7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraphs a. through e. hereinbefore.

2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

a. Preliminary Engineering Services

For performance of the scope of services described at Paragraph 1.a., hereinbefore, the OWNER agrees to pay the ENGINEER monthly for work performed under this paragraph upon presentation by the ENGINEER of an invoice itemizing the hours worked by each employee of the ENGINEER and the expenses directly chargeable to the OWNER as outlined in Attachment No. 1 – Standard Charges, up to TEN THOUSAND DOLLARS (\$10,000).

b. Engineering Survey, Preparation of Technical Specifications, Construction Drawings and Contract Documents

For performance of the scope of services described at Paragraph 1.b., hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of SIXTY-THREE THOUSAND DOLLARS (\$63,000), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

c. Assistance with Bidding and Award of the Construction Contract

For performance of the scope of services described at Paragraph 1.c., hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of TEN THOUSAND DOLLARS (\$10,000) for each bidding, payable upon bidding of the construction contract.

d. General Engineering During Construction

For performance of the General Engineering During Construction scope of services described at Paragraph 1.d. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000), payable on a monthly pro rata basis as construction proceeds.

e. Resident Project Representation

For performance of the Resident Project Representation scope of services described at Paragraph 1.e. hereinbefore, the OWNER agrees to pay the

ENGINEER the lump sum amount of NINETY THOUSAND DOLLARS (\$90,000), payable on a monthly pro rata basis as construction proceeds.

f. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.f. hereinbefore which are requested in writing by the OWNER, the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

- a. 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, construction progress, construction forces or equipment or safety procedures.
- b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.
- c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.
- d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.
- e. The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.
- f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise

published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

4. OWNER'S RESPONSIBILITIES

- a. The OWNER will furnish access to all lands required.
- b. The OWNER will furnish any records required.
- c. The OWNER will furnish plans of existing facilities to the extent such plans are available.
- d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.
- e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.
- f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.
- g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.
- h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

5. CONFINED SPACES

During the performance of the services under this AGREEMENT, the ENGINEER may find it necessary to enter "confined space(s)" as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency

equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)"; however, the OWNER shall provide training required for the equipment furnished, the OWNER's Permit System or any other condition special to the OWNER's facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services 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 municipal environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

8. LIMITATION OF LIABILITY

Neither the ENGINEER, ENGINEER's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the OWNER, and anyone claiming through or under OWNER, for any claims, losses, costs, or

damages in an amount in excess of the proceeds of the available professional liability insurance (see Attachment No. 3 – Certificate of Liability Insurance) coverage required by this AGREEMENT by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence.

9. DESIGNATED REPRESENTATIVES

The OWNER and the ENGINEER, without relinquishing statutory authority, designate the following representatives:

OWNER

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

ENGINEER

Matthew K. Rice, P.E.
Manager, East Tennessee Office
J. R. Wauford & Company,
Consulting Engineers, Inc.
908 West Broadway
Maryville, Tennessee 37801
(865) 984-9638

The OWNER and the ENGINEER each bind itself, its partners, 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.

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 first written above.

ENGINEER:

OWNER:

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

CITY OF CROSSVILLE,
CUMBERLAND COUNTY, TENNESSEE

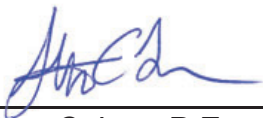
BY: 

J. Gregory Davenport., P.E.
President

BY: _____
R.J. Crawford
Mayor

ATTEST:

ATTEST:

BY: 

Stephen C. Lee, P.E.
Corporate Secretary

BY: _____
Valerie Hale
City Clerk

Attachments:

- Attachment No. 1: Engineer’s Standard Charges
- Attachment No. 2: A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative
- Attachment No. 3: Certificate of Liability Insurance

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2022

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 12-31-21. 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.

Attachment No. 2

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR) to assist ENGINEER in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of material and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures, or for safety precautions or programs or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent 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 on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedule: Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR

when CONTRACTOR's operations affect OWNER's on-site operations.

- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Visiting Inspectors and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or has been damaged, or does not meet the requirements of any test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing or approval.
 - c. Verify that tests, equipment and system startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. 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.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job 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 ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports:
 - a. Furnish 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.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of Work.
 - c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Materials: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

12. Completion:

- a. Before ENGINEER issues a Notice of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final observation in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

