



G R E S H A M  
S M I T H   A N D  
P A R T N E R S

May 15, 2012

The Honorable J.H. Graham, III  
City of Crossville  
99 Municipal Avenue  
Crossville, TN 38555

**Subject: Proposal for Signal Warrant Study  
Highway 127 at Interchange Drive**  
GS&P Project No. 19258.12

Dear Mayor Graham:

Gresham, Smith and Partners is pleased to present this proposal letter to the City of Crossville for Traffic Engineering Services to provide a signal warrant analysis study for the intersection of Highway 127 and Interchange Drive, which provides access to the Interchange Business Park. A concept plan showing pavement marking modifications required will also be developed as part of this scope. The following proposal letter outlines the anticipated scope for these services for this project.

#### **TRAFFIC ENGINEERING SERVICES - SCOPE:**

The preparation of the signal warrant analysis study and concept plan will include the following:

##### **Task 1 – Project Management/Administration**

- General project organization, schedule, and administration.
- Coordination with City staff to obtain turning movement count data at the intersection of Highway 127 and Interchange Drive.
  - The City will be responsible for collecting the turning movement count data.

##### **Task 2 – Traffic Volumes and Analysis**

- Evaluate turning movement counts.
- Generate traffic volumes for anticipated future land uses in the Interchange Business Park.
- Perform signal warrant analysis using HCS 2010 software.
- Evaluate signal warrant analysis results per TDOT/MUTCD requirements.
- Coordination with TDOT regarding the development of proposed laneage (turn lanes) and its transition to the existing tapers from the I-40 ramps.



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**Task 3 – Develop Report/Recommendations**

- Preparation of signal warrant analysis report documenting procedure and results.
- Develop recommendations and a concept plan on aerial mapping showing proposed striping/laneage changes.

**COMPENSATION:**

These services will be performed and billed at a lump sum cost of **\$5,000.00**. Printing for all documents is included. Collection of traffic counts is not included in this scope and can be provided as an additional service. Additional services are billed on an hourly basis, see attached Exhibit B –Schedule of Hourly Rates.

**CLOSURE:**

This letter proposal consisting of two (2) pages, Exhibit A – General Provisions (3) pages and Exhibit B – Schedule of Hourly Rates represents our entire proposal. For your convenience, we have provided two copies of this proposal. If you should find these terms acceptable, please indicate your approval by signing both copies, obtain a copy of your records and return a copy to GS&P for our project files.

We appreciate your consideration and the opportunity to present this proposal letter to the City of Crossville. If you should have questions or need additional information you may reach me by telephone at 615.770.8180 or by email at michael\_flatt@gspnet.com.

Sincerely,

Michael A. Flatt, P.E.  
Senior Vice President

Accepted:  
**City of Crossville**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy: File



**ARTICLE 1. GENERAL**

These General Provisions (3 pages) are incorporated as an integral part of the letter-type Agreement to which they are attached between **GRESHAM, SMITH AND PARTNERS**, a Tennessee general partnership, their officers, directors, partners, employees, and consultants, herein referred to as GS&P, and the CLIENT (OWNER) of the Project addressed in such letter-type Agreement, wherein the CLIENT engages GS&P to provide certain architectural and/or engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the GS&P Proposal Letter, which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. In event that these provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

**ARTICLE 2. PERIOD OF SERVICE**

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. Unless the schedule is a requirement of the Agreement, the work shall proceed in a timely manner as determined by GS&P.

**ARTICLE 3. COMPENSATION TO GS&P**

A. Compensation to GS&P for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for GS&P's services shall apply to all parts of a work scope where GS&P's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to GS&P within 30 days of date of invoice based on the percentage of completion of GS&P's services.

2. An Hourly Rate method of payment for GS&P's services shall apply to all or parts of a work scope where GS&P's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GS&P shall be paid for the actual hours worked on the Project by GS&P's technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and profit. A rate schedule shall be furnished by GS&P to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.

B. In addition to the foregoing, GS&P shall be reimbursed charges for the following Expenses when incurred in the performance of the work:

1. Travel and subsistence.
2. Outside professional and technical services and agency fees with cost defined as the amount billed GS&P plus 10%.

3. Identifiable charges for reproduction and reprographics, and delivery costs.

The CLIENT shall make monthly payments to GS&P within 30 days of date of invoice for services provided and expenses incurred to date, accompanied by supporting evidence as required and stated in the Letter Agreement.

C. The CLIENT will pay the balance stated on all invoices unless CLIENT notifies GS&P in writing of the particular item that is alleged to be incorrect within 15 days from the date of receipt of the invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, GS&P may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GS&P has been paid in full for all amounts then due for services, expenses and charges. GS&P's fees for the remaining services and the time schedules shall be equitably adjusted. The CLIENT additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

**ARTICLE 4. GOVERNMENT APPROVAL**

GS&P shall provide services defined herein based on education, training, experience, and judgment as a design professional familiar with the industry. Since GS&P has no control over government agencies responsible for review and approval of designs, GS&P cannot and does not guarantee government approval. GS&P shall not be liable for damages resulting from the actions or inactions of government agencies. GS&P's role shall be limited to that of an advisor with regard to all governmental relations. CLIENT agrees that payment of professional fees is not contingent upon approvals by a governmental body or agency.

**ARTICLE 5. ADDITIONAL SERVICES**

If GS&P is of the opinion that work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes additional services; GS&P shall promptly notify the CLIENT of that fact. Additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties prior to proceeding with any additional services or related expenditures.

In the event of unresolved dispute over change in scope or changed conditions, this Agreement may be terminated upon 7 days written notice as provided in Article 6.

**ARTICLE 6. ABANDONMENT, CHANGE OF PLAN AND TERMINATION**

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GS&P.

In the event of reduction in scope of the Project work, GS&P shall be paid for the work performed and expenses incurred on the project work thus reduced and for all completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.



In the event of termination and payment by the CLIENT of amounts due for work performed and expenses incurred to the date and time of termination, computed in accordance with the provisions of Article 3 and the Letter Agreement, hard copies of all documents, finished or unfinished, prepared by GS&P under this Agreement shall be made available by GS&P to the CLIENT and up to two (2) years thereafter. The Parties shall have no further obligation to each other on account of such termination under this Agreement.

**ARTICLE 7. INSTRUMENTS OF SERVICE**

Maps, tracings, reports, resource materials and other documents, including those in electronic form, prepared by GS&P are Instruments of Service. GS&P shall be deemed the author and owner of the respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. At the time of completion or termination of the work, and up to two (2) years thereafter, GS&P shall make available to the CLIENT hard copies of all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GS&P for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GS&P. In this regard, the CLIENT will indemnify and hold harmless GS&P from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GS&P in writing.

**ARTICLE 8. CLIENT'S RESPONSIBILITIES**

A. To permit GS&P to perform the services required under this Agreement, the CLIENT shall provide, in proper time and sequence, the following at no expense to GS&P.

1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the work.

2. Designate in writing, one person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT'S requirements with respect to GS&P's Services.

3. Furnish, as required for performance of GS&P's services (except to the extent as provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations; laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.

4. Provide access to, and make all provisions for GS&P to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and

consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by GS&P, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of GS&P.

7. Give prompt written notice to GS&P whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GS&P's services or any defect in the work of GS&P.

8. Both parties acknowledge that GS&P's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the GS&P or any other party encounters any hazardous or toxic materials, or should it become known to GS&P that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of GS&P's services, GS&P may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or GS&P may reasonably request with regard to legal issues pertaining to the Project including any such inspection services as CLIENT may require in accordance with Article 8.A.3. and in compliance with any law, rule, regulation, ordinance, code or order applicable to the Scope of Work.

10. Provide "record" drawings and specifications for all existing physical plants, buildings, or facilities and other improvements, which are pertinent to the Project.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. GS&P shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If GS&P finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GS&P shall promptly notify the CLIENT.

**ARTICLE 9. OPINIONS OF PROBABLE COST**

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of GS&P's experience and represent GS&P's judgment as an experienced design professional. It is recognized, however, that GS&P does not have control over the cost of labor, material, equipment or services furnished by others, or over market conditions or others' methods of determining prices.

Accordingly, GS&P does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by GS&P to CLIENT hereunder. If CLIENT wishes greater assurance as to Total Project Cost, CLIENT shall employ an independent cost estimator.



**ARTICLE 10. CONSTRUCTION PHASE SERVICES**

The Scope of Work under this Agreement does not include construction phase services and the CLIENT acknowledges that should such services be required by GS&P, those services will be performed under a separate design agreement. CLIENT acknowledges that, should such services be provided by others, it is customary for the design professional hired to prepare and furnish construction documents to provide professional services during the bidding and construction phases of the Project.

CLIENT agrees that if a design professional is not employed to provide professional services during any bidding or construction phase of the Project, GS&P will not be responsible for, and CLIENT shall indemnify and hold GS&P harmless from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, or modification of GS&P's services issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release GS&P from liability for failure to perform in accordance with professional standards of care for the services performed under this Agreement.

**ARTICLE 11. ERRORS AND OMISSIONS**

In providing services under this Agreement, GS&P will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If an error or omission is discovered and the item can still be provided in the sequence of professional services without premium cost to the CLIENT, the CLIENT agrees to pay for this item as if it had been included in the original instruments of service. If this error or omission is discovered out of sequence with the milestone schedule, then GS&P will pay for the premium cost to have this instrument of service corrected or included.

**ARTICLE 12. LIMIT OF LIABILITY**

GS&P's liability is limited to the amount of \$50,000. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of GS&P and GS&P's officers, directors, partners, employees, and GS&P's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of GS&P or GS&P's officers, directors, partners, employees, or GS&P's Consultants, or any of them, shall not exceed the total amount of \$50,000.

**ARTICLE 13. INSURANCE**

GS&P maintains insurance coverage including Workers Compensation Insurance, Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Certificates of Insurance will be furnished upon annual written request. GS&P agrees to attempt to maintain Professional Liability coverage for the period of one (1) year following submission of final deliverables as defined by this Agreement, if such coverage is reasonably available at commercially affordable premiums.

**ARTICLE 14. DISPUTE RESOLUTION/MEDIATION/ LITIGATION**

In an effort to resolve conflicts that arise during the performance of services under this Agreement the CLIENT and GS&P agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.

**ARTICLE 15. INDEMNIFICATION**

In addition, and notwithstanding any other provisions of this Agreement, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless GS&P, its officers, directors, employees and subconsultants (collectively, GS&P) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance by the parties above named for the services under this Agreement, excepting only those actual damages, liabilities or costs to the extent caused by GS&P's negligent acts, errors or omissions.

**ARTICLE 16. ASSIGNMENT**

CLIENT acknowledges that, should such services be provided by others, it is customary for the design professional hired to prepare and furnish construction documents to provide professional services during the bidding and construction phases of the Project. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or GS&P.

**ARTICLE 17. CONTROLLING LAW**

This Agreement shall be governed by the laws of the State in which the Project is located.

## EXHIBIT B

2012

### SCHEDULE OF HOURLY RATES

#### Professional Services

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered: **These rates are subject to be updated annually.**

<b>Classification</b>	<b>Rate/Hour</b>
Senior Principal	\$175.00
Principal	\$155.00
Project Manager	\$135.00
Senior Engineer	\$160.00
Senior Landscape Architect/Planner	\$105.00
Senior Utility Specialist	\$115.00
Utility Specialist	\$90.00
Project Engineer	\$115.00
Civil Designer	\$85.00
Project Landscape Architect/Planner	\$75.00
Project Surveyor	\$75.00
Intern Engineer	\$70.00
Senior CADD Technician	\$85.00
Civil Technician	\$65.00
Administrative Assistant	\$60.00

<b>Expenses</b>	<b>Rate</b>
Automobile Travel	\$0.585/mile
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	At Current Rate
Printing, overnight mail, courier, long distance, postage, copies, etc.	At Current Rate

**Subconsultant Services** Cost + 10%

**Agency Review Fees** Cost +10%