



AGREEMENT

**BETWEEN
CITY OF CROSSVILLE
AND
HUSSEY GAY BELL – NASHVILLE, LLC
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made this _____ day of _____, in the year Two Thousand Nineteen and between the CITY OF CROSSVILLE (hereinafter called the OWNER) and HUSSEY GAY BELL – NASHVILLE, LLC (hereinafter called the ENGINEER).

WITNESSETH: THAT WHEREAS, the OWNER intends to relocate water facilities in conflict with the Tennessee Department of Transportation SR-28 (US-127) from North of I-40 to Near Legion Road (180008-2221-14; STP-28(31); PIN 100260.01) utility relocation project (hereinafter called the PROJECT).

NOW, THEREFORE, THE ENGINEER AND OWNER in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 - GENERAL

The ENGINEER shall provide professional engineering services as set forth in SECTION 2, SCOPE OF SERVICES. A Project Manager, acceptable to the OWNER, shall be assigned by the ENGINEER.

SECTION 2 - SCOPE OF SERVICES

2.01 It is understood between the OWNER and ENGINEER that:

The ENGINEER will provide professional engineering services for the project to include the following listed services:

- Verify size and location of existing utility facilities. If shown incorrectly on road plans, furnish plan sheet showing corrected location of existing facilities;
- Identify existing facilities to be relocated or abandoned;
- Show betterment credits;
- Prepare five sets of “rainbow” drawings for the Tennessee Department of Transportation and the City of Crossville’s review;
- Prepare digital specifications for submission to the Tennessee Department of Transportation;
- Prepare spreadsheet files showing item number and quantities;
- Send digital drawings and specifications to the Tennessee Department of Transportation to be included in the Highway project bid “B Submission”;
- Prepare cost estimate increase determination of facilities to be relocated;
- Attend the Tennessee Department of Transportation pre-construction conference; and
- Assist the City of Crossville and Tennessee Department of Transportation in pertinent construction management issues that may arise.

2.02

It is understood between the OWNER and ENGINEER that:

The ENGINEER will provide full time resident inspection services for the duration of construction of the project to include the following services:

- Preparation of daily written reports including, but not limited to, weather conditions, construction activities, machinery utilized, manpower utilized and materials installed;
- Oversee contractor to ensure conformance to the materials and methods as specified in the technical specifications; and
- Oversee contractor to ensure conformance to the governing materials submittals.

SECTION 3 - COMPENSATION

- 3.01 It is understood between the OWNER and ENGINEER that:
The scope of services is described in Section 2.01 and the ENGINEER is to proceed upon execution of this Agreement. The OWNER shall pay the ENGINEER an hourly fee not to exceed \$187,359.37 (per page 2 of Attachment A).
- 3.02 It is understood between the OWNER and ENGINEER that:
OWNER shall compensate the ENGINEER for resident inspection services as described in Section 2.02 an hourly fee, not to exceed \$89,276.93 (per page 2 of Attachment A).

SECTION 4 - GENERAL PROVISIONS

- 4.01 Changes
The OWNER may, at any time by written notice, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of (or time required for) performance of any service whether or not change by order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of ENGINEER for adjustment must be asserted in writing within thirty (30) days from the date of receipt by ENGINEER of the notification of change order unless OWNER wants to grant a further period of time.

- 4.02 Re-Use of Documents
All documents furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other project. OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses (including attorney's fees) arising out of or

resulting from OWNER's re-use without specific written verification or adaptation by the ENGINEER, the ENGINEER will be entitled to further compensation at rates to be agreed upon by OWNER and ENGINEER.

4.03 Successors and Assigns


OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants to this Agreement, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER or ENGINEER.


5.04 Termination

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first above written.

ENGINEER
HUSSEY GAY BELL – NASHVILLE, LLC

By: 
Robert D. Stigall, P.E., President

ATTEST:


OWNER
CITY OF CROSSVILLE

By: _____
James Mayberry, Mayor

ATTEST:



Project No: 18008-2221-14
 County: Cumberland
 Date: March 6, 2019

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Greg Wood, City Manager
 E-mail: greg.wood@crossvilletn.gov Phone: (931) 484-7060
 Secondary Contact: _____
 E-mail: _____ Phone: _____
 Utility Name: City of Crossville - Water
 Address: 392 North Main Street
 City, State: Crossville, Tennessee Zip: 38555-4232
 Percent On Private: 42% Private ROW - #Poles / Length of facility: 16505
 Percent On Public: 58% Public ROW - #Poles / Length of facility: 22523
 Total Percentage: 100% Total #Poles / Length of facility: 39028

TDOT USE ONLY	
RG Approval and Date:	
Consult Appr. Date: / /	
Amount Approved: \$ -	
HQ Approval and Date:	
CH86 Y / N	PIN#:
LET: / /	Contract #:
Easement Contract #:	

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? Y
 (If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED)

CHAPTER 86

REIMBURSEMENT MOVE PRIOR
 REQUESTED MOVE IN State Contract X
 (Please check ONE) Other

NON-CHAPTER 86

% Private / Public Relocation
 % Private / Public MOVE IN State Contract
 Utility Replacement Easement Reimbursement

ENGINEERING		
Description		Amount
Pre-Construction		\$ 141,502.14
Construction		\$ 44,057.23
Construction Inspection	Private	\$ 37,755.35
Construction Inspection	Public	\$ 51,521.58
Reimbursable Expenses		\$ 1,800.00
ENGINEERING COST:		\$ 276,636.30

CONSTRUCTION (LABOR & MATERIAL)		
Description		Amount
Installation Labor		\$ 4,482,140.00
Installation Materials		\$ -
Removal Labor		\$ -
Site Costs		\$ -
Material Provided to State		\$ -
Salvage Materials		\$ -
Non-Usable Materials		\$ -
ESTIMATED CONSTRUCTION COST:		\$ 4,482,140.00

BETTERMENT		
Description		Amount
Installation Labor		\$ 290,000.00
Installation Materials		\$ 145,000.00
ESTIMATED UTILITY BETTERMENT COST:		\$ 435,000.00
ESTIMATED REPLACEMENT EASEMENT COST:		\$ 141,073.00

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST:		\$ 4,758,776.30
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UTILITY REIMBURSEMENT	
CHAPTER 86 MOVE-IN CONTRACT:	\$ 225,114.72
CHAPTER 86 MOVE PRIOR:	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE:	\$ -

Does Estimate Exceed \$1.75M Cap? - Y
 Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)	
RELOCATION EXCEEDS \$1.75M CAP:	\$996,282.64
AMOUNT OVER 75% REIMBURSEMENT:	\$0.00
ESTIMATED UTILITY BETTERMENT COST:	\$435,000.00
NON-CHAPTER 86 MOVE-IN CONS'T COST:	\$0.00
TOTAL UTILITY DEPOSIT:	\$1,431,282.64

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



ESTIMATE OF ENGINEERING COST

TDOT Project Number(s): STP-28(31) 18008-2221-14

Utility Name & Address:
 City of Crossville - Water
 392 North Main Street
 Crossville, Tennessee 38555-4232

County(ies): Cumberland

Consultant Name & Address:
 Hussey Gay Bell - Nashville, LLC
 4117 Hillsboro Pike, Suite 206
 Nashville, Tennessee 37215-2728

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: Standard Contract Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Principal	\$ 60.09	464	\$ 27,881.76	160	\$ 9,614.40		\$ -
Project Manager			\$ -		\$ -		\$ -
Design Engineer			\$ -		\$ -		\$ -
Designer / Senior Designer	\$ 40.80	680	\$ 27,744.00	148	\$ 6,038.40		\$ -
Technician / Draftsperson			\$ -		\$ -		\$ -
Administrative	\$ 27.40	280	\$ 7,672.00	148	\$ 4,055.20		\$ -
Field Inspector	\$ 19.20		\$ -		\$ -	2080	\$ 39,936.00
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Total Engineering Services		1424	\$ 63,297.76	456	\$ 19,708.00	2080	\$ 39,936.00

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		X	\$ -		\$ -		\$ -
Meals / Day:		X	\$ -		\$ -		\$ -
Lodging / Day:		X	\$ -		\$ -		\$ -
Printing / Shipping:			\$ 1,800.00		\$ -		\$ -
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ 1,800.00		\$ -		\$ -

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Indirect/Overhead Rate (not to exceed 145%):	93.00%		\$ 58,866.92	93.00%	\$ 18,328.44	93.00%	\$ 37,140.48

IV. PROFIT: (2.35x(1,2,3)x ALLOWABLE RATE)		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Allowable Rate (Maximum of 13%):	13.00%		\$ 19,337.47	13.00%	\$ 6,020.79	13.00%	\$ 12,200.45

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING / SURVEY COST:

Standard Consultant: (I+II+III+IV) = **\$ 187,359.38**

Continuing Contract: (I+II) = **\$ -**

INSPECTION (Standard)

Private: **\$ 37,765.35**

Public: **\$ 51,521.58**

INSPECTION (Continuing)

Private: **\$ -**

Public: **\$ -**

TOTAL COST (Engineering and Inspection)

Standard Consultant: **\$ 276,636.30**

Continuing Contract: **\$ 89,276.93**

IN-HOUSE ENGINEERING ESTIMATE

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Project Manager			\$ -		\$ -		\$ -
Engineer			\$ -		\$ -		\$ -
Draftsperson			\$ -		\$ -		\$ -
Administrative			\$ -		\$ -		\$ -
Field Inspector			\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Total Engineering Services		0	\$ -	0	\$ -	0	\$ -

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		X	\$ -		\$ -		\$ -
Meals / Day:		X	\$ -		\$ -		\$ -
Lodging / Day:		1 X	\$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ -		\$ -		\$ -

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Indirect/Overhead Rate (not to exceed 145%):	125.00%		\$ -	125.00%	\$ -	125.00%	\$ -

TOTAL ENGINEERING COST:		TOTAL INSPECTION COST:	
	\$ -	Private:	\$ -
		Public:	\$ -