HUSSEY GAY BELL

- Established 1958 -

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	ed the OWNER) and
HUS	SSEY GAY BELL - NASHVILLE, LLC (hereinafter called the ENGINEER).	

WITNESSETH: THAT WHEREAS, the OWNER intends to intends to obtain easements necessary to relocate 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:

Provide surveying services;

4117 Hillsboro Pike, Suite 206 • Nashville, Tennessee 37215 • 615.460.7515 • husseygaybell.com

- Prepare individual parcel maps for property owners;
- Prepare easement document; and
- Calculation of easement value based upon current City policy.

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 \$725 per parcel.

SECTION 4 - GENERAL PROVISIONS

4.01 <u>Changes</u>

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 <u>Re-Use of Documents</u>

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 <u>Termination</u>

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.

) VIII 11100 0100 (V) (11100011	
	ENGINEER HUSSEY GAY BELL – NASHVILLE, LLC By:
	Robert D. Stigall, P.E., President
ATTEST:	
	OWNER
	CITY OF CROSSVILLE
	By:
	James Mayberry, Mayor
ATTEST:	• • •

Replacement Easement Acquisition Expenses

SHEET NUMBER	EXISTING EASEMENT (SF)	PROPOSED EASEMENT (SF)	SURVEY & ENGINEERING COST	A	TTORNEYS FEES		REGORDING & OFFICE GOST	E	ASEMENT COST	SH	EET SUBTOTAL COST
4 through 5	40,000.00	75,800.00	\$ 12,000.00	\$	2,250,00	\$	1,125.00	\$	22,740.00	\$	38,115.00
6 through 7	32,520.00	83,640.00	\$ 12,800.00	\$	900.00	\$	450.00	\$		\$	39,242,00
8 through 9	-	41,240.00	\$ 9,600.00	\$	1,800.00	\$	900.00	\$	12,372.00	\$	24,672.00
10 through 11	39,600.00	53,740.00	\$ 8,800.00	\$	1,650.00	\$	825.00	\$	16,122.00	\$	27,397.00
12 through 23	-	22,320.00	\$ 4,276.00	\$	450.00	\$	225.00	\$	6,696.00	\$	11,647.00
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Total Easement Acc	pulsition Expenses		Attacl	1ed /	Additional Sheets: Y	/N		鸖	TOTAL	ş.	141,073.00

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INSPECTION COSTS (PUBLIC)

IN-HOUSE	s	CONSI TANDARD	JETANT CONTINUING
\$ -	\$	51,521.58	\$ -
	1		

\$ 61,521.58

INSPECTION COSTS (PRIVATE)

IN-HOUS	iE .	5	CONSI TÄNDARD	LTANT CON	TINUING
\$	-	\$	37,755.35	\$	
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\$ 37,755,36

X YES - the utility will seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

NO - the utility will not seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

Attachment A - Water Easements

Replacement Easement Acquisition Expenses

SHEET-NUMBER	EXISTING EASEMENT (SF)	PROPOSED EASEMENT (SF)	EN	SURVEY & GINEERING COST	A	TORNEYS FEES		RECORDING & OFFICE COST	E	ASEMENT COST	SI	HEET SUBTOTAL
4 through 5	28,000.00	37,380.00	\$	9,600.00	\$	2,400.00	\$	250.00	\$	11,250.00	\$	23,500.00
6 through 7	54,000.00	54,000.00	\$	9,600.00	\$	2,400.00	\$	250.00	\$	16,200.00	\$	28,450.00
8 through 9	14,000.00	34,400,00	\$	5,600.00	\$	2,000.00	\$	200.00	\$	10,320.00	\$	18,120.00
10 through 23	6,000.00	6,000.00	\$	4,800.00	\$	1,500.00	\$	150.00	\$	2,000.00	\$	8,450.00
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Total Easement Ac	pulsition Expenses		121	Attach	ec /	dditional Sheets: Y	/ N		12	TOTAL	\$	78,520.00

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INSPECTION COSTS (PUBLIC)

1	Allee .	150	CONSI	JUTANT	
UN-FI	UUGE		TANDARD //	CON	TINUING
\$	-	\$	35,668.79	\$	•

\$ 35,668.79

INSPECTION COSTS (PRIVATE)

IN:HOUSE	GONSU STANDARD	LITANT CONTINUING
\$ -	\$ 26,138,32	\$ -

\$ 26, 30,82

X YES - the utility will seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

NO - the utility will not seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

Attachment B - Wastewater Easements