



December 17, 2015

Mr. Tim Begley  
City of Crossville  
392 North Main Street  
Crossville, Tennessee 38555-4232

**RE: Proposal to Provide Professional Services  
Relocation of Water and Sewer Utility  
SR-28 from South of Saw Mill Rd to Cleveland St in Crossville  
TDOT Project Number 18006-2210-04, PIN 101044.00**

Dear Mr. Begley:

Thank you for providing us the opportunity to submit a proposal to provide professional services in the pending relocation of the City of Crossville's water and sewer utilities. We have examined the TDOT Right of Way (ROW) plans that you have provided to us. Please accept this letter as our proposal to provide the Scope of Services herein and an estimate of the engineering budget for this work.

A summary of the Scope of Services includes:

- Based on our meeting with TDOT and subsequent meeting at your office we understand the proposed roadway improvement will be broken into three (3) phases and we are going to handle the first phase only as a supplement to the current agreement.
- We propose to review the updated plan information provided by TDOT and include updated existing utility information from the City of Clarksville to prepare updated water and sewer plans and specifications. Additionally we will review the easements that were originally developed and provide revised easement descriptions and exhibits as necessary based on the changes in the plans.
- The water and sewer plans that were originally designed were approved by TDEC. This approval has expired and we propose to coordinate with TDEC on the requirements to obtain approval for the updated water and sewer plans. We assume the City of Crossville will be responsible for any review and permitting fees.
- We propose to develop an updated opinion of probable construction cost for the utility relocation per TDOT's current format.
- We propose to review the environmental permitting documents and provide supplemental information if needed for TDOT's use in obtaining the environmental permitting.
- If additional field location is required, we will prepare a budget for this work for approval by TDOT and the City of Crossville.

Based on the described Scope of Work, we estimate a budget of \$24,128.05 for these professional services. We have attached the manpower estimate in TDOT format for your use and information.

This budget will not be exceeded without a change in the Scope of Services and the approval of TDOT and the City of Crossville. We will work on the basis of our normal hourly rates consisting of our current TDOT multiplier and direct expenses, such as mileage, in accordance with TDOT Standard Reimbursable Rates.

This letter and the attached Standard Terms and Conditions are integral parts of this Agreement to Provide Professional Services. If this proposal is satisfactory please execute by signing in the appropriate place and send us a copy. Upon your execution of this Agreement, we will compile the proper forms for execution and transmittal to TDOT for the Department approval.

We appreciate the opportunity to work with the City of Crossville. If you need additional information, do not hesitate to let me know.

Sincerely,



Jamie Gillespie, PE, CPESC  
*Vice President*

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Approved: City of Crossville

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Date



# ESTIMATE OF ENGINEERING COST

**TDOT Project Number(s):** 18006-2210-04

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

**County(ies):** Cumberland County

**Consultant Name & Address:**  
 James + Associates Engineers & Planners, Inc.  
 1 Vantage Way, Suite E-220  
 Nashville, TN 37228

## 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		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Principal	\$ 55.00	24	\$ 1,320.00		\$ -		\$ -
Project Manager	\$ 28.50	80	\$ 2,280.00		\$ -		\$ -
Design Engineer	\$ 40.00	56	\$ 2,240.00		\$ -		\$ -
Designer / Senior Designer	\$ 23.00	176	\$ 4,048.00		\$ -		\$ -
Technician / Draftsperson	\$ 21.00	40	\$ 840.00		\$ -		\$ -
Administrative	\$ 15.00	8	\$ 120.00		\$ -		\$ -
Field Inspector	\$ 23.00		\$ -		\$ -		\$ -
Licensed Surveyor	\$ 25.50		\$ -		\$ -		\$ -
Rod Person	\$ 23.00		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
<b>Total Engineering Services</b>		<b>384</b>	<b>\$ 10,848.00</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.47	900	\$ 423.00		\$ -		\$ -
Meals / Day:	\$ -		\$ -		\$ -		\$ -
Lodging / Day:	\$ -		\$ -		\$ -		\$ -
Printing / Shipping:							
Other (Specify):							
Other (Specify):							
<b>Total Reimbursable Expenses</b>			<b>\$ 423.00</b>		<b>\$ -</b>		<b>\$ -</b>

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Indirect/Overhead Rate (not to exceed 145%):		87.97%	\$ 9,542.99	87.97%	\$ -	87.97%	\$ -

IV. PROFIT: (2.35x(1.2,3)x ALLOWABLE RATE)		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Allowable Rate (Maximum of 13%):		13.00%	\$ 3,314.06	13.00%	\$ -	13.00%	\$ -

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

TOTAL ENGINEERING / SURVEY COST:		INSPECTION (Standard)		INSPECTION (Continuing)	
Standard Consultant: (I+II+III+IV) =	\$ 24,128.05	Private:	\$ -	Private:	\$ -
Continuing Contract: (I+II) =	\$ -	Public:	\$ -	Public:	\$ -
<b>TOTAL COST (Engineering and Inspection)</b>					
		Standard Consultant:	\$ 24,128.05		
		Continuing Contract:	\$ -		

## IN-HOUSE ENGINEERING ESTIMATE

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

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.47		\$ -		\$ -		\$ -
Meals / Day:	\$ -		\$ -		\$ -		\$ -
Lodging / Day:	\$ -		\$ -		\$ -		\$ -
Printing / Shipping:							
Other (Specify):							
Other (Specify):							
<b>Total Reimbursable Expenses</b>			<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Indirect/Overhead Rate (not to exceed 145%):		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -

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



## STANDARD CHARGES FOR LABOR AND OTHER SERVICES

### PARAGRAPH 1 - COST PLUS OVERHEAD & PROFIT

Billing for labor will be computed at 2.30 times total salary cost (direct labor plus 30% salary additives)

### PARAGRAPH 2 - HOURLY RATES

Principals of the Firm	\$150 to \$175/hour
2-Man Survey Party	\$125 to \$165/hour
Senior Professional Engineer	\$110 to \$125/hour
Professional Engineer	\$80 to \$95/hour
Graduate Engineer, Designer or Supervisor	\$65 to \$80/hour
Research Assistant	\$65 to \$75/hour
Professional Land Surveyor	\$70 to \$90/hour
Senior CADD Technician	\$65 to \$80/hour
Field Technician	\$55 to \$70/hour
CADD Technician	\$55 to \$70/hour
Administrative	\$40 to \$55/hour

### PARAGRAPH 3 - OTHER SERVICES

Other services contracted for a specific project, such as professional and technical consultants, laboratory testing, aerial photography, reproduction, etc., will be invoiced at the amount of the subcontractor's statement, plus fifteen percent (15%).

Other expenses, which are properly chargeable to the work, will be invoiced as follows:

- a. Travel by private vehicle at the Federal Reimbursement Rate.
- b. Printing, reproduction, photography, and computer service charges at commercial rates.
- c. Travel and living expenses at cost for all personnel when required to be away from headquarters in connection with the work.

Statements will be issued on a monthly basis and payable net 30 days from invoice date. A service charge of 1½ % monthly (18% per annum) will be assessed for each invoice over 30 days.

*Effective January 5, 2015*

# TERMS AND CONDITIONS

## ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, James + Associates ("ENGINEER") will have access to the site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage resulting from these activities but has not included in the project fee the cost of restoration of any resulting damage. The ENGINEER *has not* been retained or compensated to provide design and construction observation services relating to the Contractor's safety precautions nor to means, methods, techniques, sequences or procedures for the Contractor to perform its work. The Owner understands that the ENGINEER is not responsible in any way for the means, methods, techniques, sequences, procedures, or scheduling of construction, or for job site safety, and will not be responsible for any losses or injuries that occur at the project site.

## OPINIONS OF COSTS

Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's opinions of probable project costs and construction costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry; the ENGINEER cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from opinions of probable costs prepared by ENGINEER. Construction costs will not include ENGINEER's compensation or expenses, the cost of land or right-of-ways, or compensation for or damages to properties unless the scope of services specifies, nor will it include Owner's legal, accounting, insurance counseling, auditing services or interest and financing charges incurred in connection with the project or the cost of other services to be provided by others to Owner.

## INDEMNIFICATIONS

Should the ENGINEER become involved in third-party litigation as a result of its performance of work for the Owner under this Agreement, the Owner agrees to defend and hold harmless and pay all attorney's fees for the ENGINEER for such litigation. If any claim is brought against either the Owner or the ENGINEER by any third party, relating in whole or in part to the negligence of the Owner or the ENGINEER, each party shall indemnify the other against any loss or judgment, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence. The Owner will reimburse the ENGINEER for expenses related to claims, including attorney's fees and costs, if the ENGINEER is proven not to be negligent. In addition, the Owner agrees to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees, agents or representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made arising out of, or in connection with, the ENGINEER's performance of work hereunder made or brought against the ENGINEER (other than any employee, officer, director, agent or other representative of the ENGINEER) for any environmental pollution or contamination, including, without limitation, any actual or threatened release of toxins, irritants or pollutants, or waste gases, liquids, or solid materials, provided that the ENGINEER performs hereunder without neglect and does not negligently create, cause, contribute to, or aggravate any such pollution or contamination in existence at the project site.

## RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the ENGINEER, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee or Fifty Thousand (\$50,000.00) Dollars, whichever is less, for any claim arising out of ENGINEER's negligence.

## TERMINATION OF SERVICES

This agreement may be terminated by the Owner or the ENGINEER upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of the ENGINEER, the Owner shall compensate ENGINEER for services performed prior to termination, together with reimbursable expenses, as well as termination expenses due.

## REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for basic services and include, but are not limited to: Expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long distance communications; fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings and specifications and other documents; expenses for postage; and the handling of drawings.

# TERMS AND CONDITIONS

## TERMINATION EXPENSES

Termination expenses are in addition to compensation for basic services and include expenses which are directly attributable to termination and are computed as a percentage of the total compensation for basic services earned at/up\*\* until time of termination, as follows:

- A. Twenty percent of total compensation for basic services earned to date if termination occurs before or during the pre-design, site analysis, or schematic design phases;
- B. Ten percent of total compensation for basic services earned to date if termination occurs during design development phases; or
- C. Five percent of the total compensation for basic services earned to date if termination occurs during any subsequent phase.

## DISPUTE RESOLUTION

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

## REUSE OF DOCUMENTS

All documents, including drawings and specifications prepared or furnished by the ENGINEER (and ENGINEER's independent professional associates and consultants) are instruments of service in respect to the project, and the ENGINEER shall retain an ownership and property interest therein whether or not the project is completed. The Owner may make and retain copies of information and reference in connection with the use and occupancy of the project by the Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be the Owner's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and the Owner shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

## APPLICABLE LAW

Unless otherwise provided, this agreement shall be governed by the laws of the state of Tennessee.

## BILLING AND PAYMENTS

Invoices for services shall be submitted at ENGINEER's option, either upon completion of such services or on a monthly basis, unless otherwise stated on Page 1. Invoices are due when rendered and shall be considered past due if not paid within thirty (30) days after the issue date. If the invoice is not paid within thirty (30) days, the ENGINEER may, without waiving claim or right against Owner, and without liability whatsoever to the Owner, terminate the performance of services. Retainers or initial payments shall be credited on final invoices.

## LATE PAYMENTS

Unpaid accounts may be subject to a monthly service charge of 1.5% of the then unpaid balance (18.0% true annual rate), at the sole discretion of the ENGINEER. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

## OWNER'S RESPONSIBILITIES

The Owner shall designate a person to act with authority on its behalf in respect to all aspects of the project, shall examine and respond promptly to the ENGINEER's submissions, and shall give prompt written notice to the ENGINEER whenever it observes or otherwise becomes aware of any defect in or problem with the project.

The Owner shall also provide to the ENGINEER all criteria and full information as to his requirements for the project and shall:

- A. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private properties as necessary to accomplish the work;
- B. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the project;

## TERMS AND CONDITIONS

- C. Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the project;
- D. Provide the ENGINEER with escorts and means of access to all areas of the project. This being necessary for the orderly progress of the work, the ENGINEER shall be entitled to rely upon the efficiency and completeness thereof;
- E. Compensate the ENGINEER for services rendered under this Agreement and pay all costs incidental to Owner-furnished items.

### EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the ENGINEER and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the ENGINEER.

The ENGINEER intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the project and makes no warranty, either expressed or implied.

### CHANGES IN THE SCOPE OF SERVICES

The Owner may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER's compensation which are mutually agreed upon by and between the Owner and the ENGINEER, shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the Owner or by the Owner's representative's are strictly prohibited without the knowledge and written consent of the ENGINEER. The ENGINEER shall be released from any liability resulting from damages, injuries and/or death resulting from the unauthorized alteration of construction documents.

### EXISTING AND/OR HIDDEN CONDITIONS

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER will notify the Owner who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Owner fails to authorize such investigation or correction after due notification, or (2) the ENGINEER has no reason to believe that such a condition exists, the Owner is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition or any resulting damages to person or property. Further, the ENGINEER will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the ENGINEER cannot reasonably ascertain.

### DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that the ENGINEER's *Basic Services* under this Agreement do not include project observation or review of the ENGINEER's performance or any other construction phase services, and that such services will be provided by the Owner or by another party selected at the sole discretion of the Owner. Further, the Owner assumes all responsibility for interpretation of the contract documents and for construction observation and/or supervision and waives any claims against the ENGINEER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

If the Owner requests in writing that the ENGINEER provide any specific construction phase service, and if the ENGINEER agrees in writing to provide such services, then the ENGINEER shall be compensated for additional services as provided in this Agreement.