



City of Crossville
Downtown Economic Development/Streetscape
Improvement Project

Amendment No. 4 to Agreement
between
City of Crossville, Tennessee
and
EG&G, a Division of CT Consultants Inc.
for
Construction Administration and Field Representation Services

Whereas, the City of Crossville, Tennessee and E. G. & G., Inc., Landscape Architects, Planning Consultants, and Consulting Engineers entered into an Agreement on July 14, 2008 relative to the Crossville Downtown Economic Development/Streetscape Improvement Project;

Whereas, on April 15, 2013 E. G. & G., Inc. was purchased by CT Consultants Inc. of Mentor, Ohio. As part of that acquisition E. G. & G., Inc's rights and obligations to the above-mentioned project have been "assigned" to CT Consultants Inc. EG&G continues to provide professional services under the agreement as EG&G a division of CT Consultants Inc.;

Whereas, the City of Crossville, Tennessee approved Amendment No. 1 to said Agreement on April 13, 2010 for Engineering services relative to the Crossville Downtown Economic Development/Streetscape Improvement Project;

Whereas, the City of Crossville, Tennessee approved Amendment No. 2 to said Agreement on September 13, 2011 for preparation of the Drinking Water Facilities Plans relative to the Crossville Downtown Economic Development/Streetscape Improvement Project;

Whereas, the City of Crossville, Tennessee approved Amendment No. 3 to said Agreement on June 10, 2014 for preparation of a Water Main Redesign and Bid Package relative to the Crossville Downtown Economic Development/Streetscape Improvement Project;

Now Therefore, this Amendment No. 4 is made on the _____ day of _____, 2015 by and between the City of Crossville, Tennessee, 392 North Main Street, Crossville, Tennessee 38555, hereinafter referred to as the "Client" and CT Consultants Inc., with its principal place of business being 8150 Sterling Court, Mentor, Ohio 44060, hereinafter referred to as the "Consultant". The Client and Consultant agree as follows:

Section 1: Project Area:

The project area is defined as Main Street from West Adams Street to approximately 140 LF north of Neecham Street.

Section 2: Scope of Services:

The Consultant shall provide the following Construction Administration and Field Representation Services.

1. Provide Construction Administrator to perform the following services. The Construction Administration services are further augmented through services provided by project engineers and project landscape architects as well as administrative secretarial assistance.
 - a. Attend and conduct pre-construction conference.
 - b. Attend and conduct construction progress meetings; prepare minutes and distribute to all parties.
 - c. Provide site visit to correspond with progress meetings and document construction observation visits.
 - d. Review and approve shop drawings and product samples by project engineers and landscape architects including design/plan interpretations and revisions to the contract plans as required.
 - e. Respond through team of project engineers and landscape architects to on-going questions from contractors.
 - f. Prepare supplemental agreements, construction change orders and/or force accounts for approval of the Client.
 - g. Review and recommend to the Client payment to contractors in coordination with Resident Field Representative's preparation of progress payments.
 - h. Coordinate with Contractors for their provision on one (1) set of record drawings showing significant changes made during construction.
 - i. Assist Community Development Partners with the administering of SRF grant/funding sources and monthly draw-downs, that is,
 - i. Prepare spreadsheets by construction line items to allocate and to track grant / funding sources based upon approved pay applications.
 - ii. Rebalance / update spreadsheet to account for supplemental agreements, construction change orders and/or force accounts

- j. Assist Client in conducting a pre-final inspection to determine if the project is substantially complete, and a final inspection to determine if the project has been completed in accordance with the Construction Documents and if the Contractors have fulfilled all of their obligations thereunder so that final payments may be made.
2. Provide on-site Field Representative to perform the following services:
 - a. Observe construction performed by the Contractors and any field tests performed to determine if the general work is proceeding in accordance with the Construction documents. The foregoing does not make the Consultant responsible for the Contractor in the building process, but does make him responsible to examine the work as it progresses and notify the Construction Administrator whenever he finds same not in conformance to the Construction Documents.
 - b. Attend construction progress meetings.
 - c. Attend scheduled property owner and business owner meetings.
 - d. Provide Construction Inspection in accordance with project requirements
 - e. Conduct Field Surveys of work in progress
 - f. Quality Assurance and Testing for Acceptance
 - g. Prepare Progress Payments
 - h. Provide inspection services for conformance to Plans and Specifications.
 - i. Observe, measure and record quantities for payment.
 - j. Record field measurements for review by Client and/or auditors.
 - k. Check traffic control daily and additionally as required or requested.
 - l. Notify the contractor of deficiencies or problems immediately.
 - m. Document weekly (or as often as necessary) project traffic control and distribute reports as required.
 - n. Verify and pay quantities.
 - o. Prepare an accurate daily diary of construction activity.

Section 3: Fee Schedule

Payment of the professional fee shall be made on an hourly basis plus expenses per attached Standard Schedule of Hourly Rates. This agreement is for a not to exceed amount of \$175,000. An agreement modification will be required by both parties if hours and expenses exceed this contract amount of \$175,000.

Section 4: Method of Payment:

Payment of the professional fee shall be made monthly on an hourly basis plus expenses per attached Standard Schedule of Hourly Rates.

The Consultant shall submit monthly statement for services rendered. The Client shall make monthly payments in response to Consultant's billings. Payment is due and payable within thirty (30) days of receipt of invoice.

Section 5: Time of Completion:

A time goal of six (6) months for construction is anticipated.

Section 6: Work Commencement and Authorization:

The execution of this agreement by both parties shall serve as authorization for the consultant to commence work under this Amendment No. 4 to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed on the day and year first above written. The Client and Consultant have hereunder affixed their signatures to duplicate copies of this Amendment to the Agreement, each of which shall be deemed an original.

WITNESS

City of Crossville, Tennessee
392 North Main Street
Crossville, Tennessee 38555

By: _____
Mayor, City of Crossville, Tennessee

CT Consultants Inc.
8150 Sterling Court
Mentor, Ohio 44060

By: _____
Division Manager, CT Consultants Inc.

Schedule of Wage Rates

Wage Rate per Hour

Senior Engineer	\$	140
Project Engineer	\$	115
Senior Landscape Architect	\$	115
Staff Engineer	\$	105
Engineer II – Construction Admin.	\$	140
Engineer I – Construction Admin.	\$	100
QA/QC Engineer	\$	100
Asphalt Level III Inspector	\$	77
Asphalt Level II Inspector	\$	72
ACI Level III Technician	\$	72
ACI Level II Technician	\$	66
ACI Level I Technician	\$	60
Soil Technician	\$	55
Resident Project Representative (RPR)	\$	66
Asphalt Roadway Inspector	\$	55
Vehicle Allowance – Construction Admin.	\$	145/Week
Vehicle Allowance – RPR	\$	145/Week
Vehicle Allowance – Material Testing	\$	145/Week

Reimbursables

Expenses	At Cost
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