



Environmental & Civil Engineering Services

Engineering ♦ Geotechnical ♦ Environmental

Friday, October 11, 2019

Mr. Tim Begley
Director of Engineering
City of Crossville
392 North Main Street
Crossville, Tennessee 38555

RE: Amendment No. 1
Consulting Agreement dated March 10, 2015
Water Systems Improvements along Old Lantana Road, County Seat Road, and
Southbend Drive
Crossville, Tennessee 38555

Dear Mr. Begley,

On behalf of Environmental & Civil Engineering Services, we appreciate the opportunity to submit our consulting agreement amendment No. 1 in response to your request for additional services related to the preparation of individual property easements related to our water line design services on your Water Systems Improvements along Old Lantana Road, County Seat Road, and Southbend Drive Project.

We look forward to working with you on this project and others in the future. If you have any questions, please feel free to call me. You may reach me at 931.484.9321 and by email, chuck.burgess@ece-engineering.com.

Sincerely,

Environmental & Civil Engineering Services
Crossville | Mount Juliet

A handwritten signature in blue ink, reading 'Chuck F. Burgess'.

Chuck F. Burgess, P.E. | Consulting Engineer

Consulting Engineer | Tennessee License No. 104467

Qualified Hydrologic Professional | Tennessee Certification No. 1138-TN15

FHWA-NHI Subsurface Investigation Qualification | SSI-132079

702 Old Jamestown Highway

Crossville, Tennessee 38555

(931) 484-9321

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website: ece-engineering.com

Enclosures (1) – Amendment No. 1

CFB/cfb

CC: 2019 Project File

Amendment No. 1 Consulting Agreement

This amendment (the “Amendment”) has been made this the 11nd day of October, 2019 by,

City of Crossville of 392 North Main Street, Crossville, 38555, (the “Client”)

-AND-

Environmental & Civil Engineering Services of 702 Old Jamestown Highway, Crossville, Tennessee 38555, (the “ENGINEER”),

parties to the agreement, dated March 10, 2015 (the “Agreement”).

The Agreement is amended by the addition of the following services:

Section I – General

Section II – Basic Engineering Services

Part A Report Phase

Part B Preliminary Design Phase

Part C Final Design Phase

- C1. Addition of field survey services to identify existing property monuments as necessary for alignment and reference in the preparation of property easements. No property boundary survey work is anticipated or included.
- C2. Addition of coordination services with the OWNER related to the preparation of the property easements.
- C3. Addition of services to obtain and review necessary deeds and property information in preparation of the property easements.
- C4. Addition of CAD services for the preparation of individual property easements.
- C5. Addition of services to review and deliver the OWNER individual property easements for the project.
- C6. Completion of Aquatic Resource Alteration Permit, ARAP application packet for required stream crossings along the project alignment.
- C7. Coordination with Owner and TDEC ARAP application process.
- C8. Provide hydrologic determinations for watercourses located along the proposed waterline route for ARAP permits.
- C9. Perform necessary wetland delineations to identify wetlands located with the proposed waterline alignment.

C10. Provide services for obtaining the Section 401 water quality certification with TDEC and ACOE Section 404 permit application as required for wetlands within the waterline alignment.

C11. Coordination with Owner, TDEC, and ACOE on 401 and 404 application process.

C12. Perform a complete application packet for construction stormwater permitting with TDEC, consisting of NOI and SWPPP for project area.

C13. Coordination with Owner and TDEC ARAP application process.

Part D Bidding Phase

Part E Construction Phase

E1. Extend the construction period for the construction contract from four months to six months to attract better pricing and participation from potential contractors. Extending engineering administration and RPR services for the required period.

Section III – OWNER’S Responsibilities

It shall be the responsibility of the OWNER to perform or have performed all the following in a timely and accurate manner so as to not delay the work of the ENGINEER.

1. The OWNER shall pay all permit fees, maintenance fees, and mitigation cost associated with acquiring any required permits for the project.

Section IV – Compensation for Basic Services

1. The OWNER shall compensate the ENGINEER for the basic services provided under Section II of this contract amendment, except as modified, as a lump sum fee. The work consists of services for the preparation of individual property easements for the proposed project.

We propose our total fee for the preparation and delivery of individual property easements and the permitting services for the project as outlined in Section II part C of this amendment to be a lump sum fee of \$68,700.

We propose our fee for engineering administration and RPR services for the project as outlined in Section II part E of this amendment to be a lump sum fee of \$22,680.

Section V – Additional Services and Compensation for Additional Services

Section VI – Additional Provisions

Section VII – Approval

The provisions of this Amendment shall be enforced under the laws of the State of Tennessee. If any provision of this Agreement is deemed unenforceable by a court of law or similar legal process, it shall not affect the enforcement of any other provision of this Agreement which shall remain intact and binding.


Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment in duplicate on this 11nd day of October 2019.

City of Crossville

Per: _____
Hon. James Mayberry, Mayor

Environmental & Civil Engineering Services

Per:  _____
Chuck F. Burgess, P.E., Managing Partner