



CITY COUNCIL

AGENDA

Tuesday, September 19, 2023, 6:00 P.M.

I. CALL TO ORDER

II. INVOCATION. COUNCIL MEMBER WITT-MCMAHAN

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

- (1-5) a.) August 15, 2023 – City Council Regular Meeting
- (6-7) b.) September 12, 2023- City Council Called Meeting
- (8-9) c.) July 20, 2023- City Council Called Meeting

VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS

- a.) Proclamation – Hunger Action Month
- b.) VIVID AWARD- Council Member Pelley

VII. REQUESTS FROM CITIZENS

VIII. CONSENT AGENDA

- (10-11) a) Approve EDA request for \$16,000 for second sign at Mt. Verd Industrial Park
- (12-15) b) Approve architect services agreement with Lose Designs for Heritage Park.
- (16-81) c) Approve extension of contract agreement with Adams Contracting for school traffic.
- (82-100) d) Approve ARP stormwater proposal from Gresham Smith for engineering services.
- e) Approve Engineering services agreement with Gresham Smith for North Jackson Street Repairs.
- (101) f) Approve Resolution No 2023-27 Authorizing the City of Athens, Tennessee to participate in the Public Entity Partners' Property Conservation Matching Grant Program.
- (102) g) Approve request from Moises Contreras to use Westside Gymnasium for Taekwondo.
- h) Appoint Geoffery Suhmer Smith to the Council Advisory Committee to replace Skylar Dean. (Mayor Sherlin)
- i) Temporarily appoint Bob Roseberry for Jay Hacker term. (Mayor Sherlin)
- j) Appoint Jim Packett to the board of Adjustment and Appeals term expires June 3rd, 2027.

IX. ORDINANCES

X. OLD BUSINESS

XI. NEW BUSINESS

- (103) a.) Approve Resolution No 2023-28 Authorizing the City of Athens, Tennessee to participate in the Tennessee Opioid Abatement Grant.
- (104) b.) Update on transfer of school properties.
- (105) c.) Motion to approve classification/Compensation Study.
- d.) Motion regarding authorization to allow individuals to carry handguns in city hall based on TCA 39-17-1359 (Authorization to carry in the city hall for council.

XII. REPORTS

- (106-129) a.) Finance Department Report. **MIKE KEITH**
- b.) Fire Department Report. **BRANDON AINSWORTH**
- c.) Police Department Report. **FRED SCHULTZ**

XIII. REPORT FROM THE CITY MANAGER

XIV. ADJOURNMENT

ATHENS CITY COUNCIL

MINUTES OF MEETING

August 15, 2023

The Athens City Council met in regular session on Tuesday, August 15, 2023, at 6:00 p.m. with Vice Mayor Easton presiding. The invocation was given by Mayor Steve Sherlin; and upon roll call, the following members were present:

Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.

The following decisions were made and ordered made a part of the records of the Athens City Council.

- 1 -

APPROVAL OF MINUTES

The minutes of the July 18, 2023 regularly scheduled meeting were submitted and approved.

Council Member Curtis moved; Council Member Pelley seconded. Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin
NAYS: None

- 2 -

COMMUNICATIONS AND SPECIAL PRESENTATIONS

Mayor Sherlin read a thank you card from the Senior Citizen Center.
A moment of silence was held in honor of Burkett-Witt.

PRESENTATION OF PROCLAMATION – JORDAN CURTIS

Council member Curtis read a proclamation for **AnnieMaye Johnson** who won the 2023 local Athens Stock Car Race, and the right to represent Athens at the world championships in the historic 85th running of the First Energy All-American Soap Box Derby, during the week of July 16-22, 2023, in Akron, Ohio.

PRESENTATION OF PROCLAMATION – WHITTMCMAHAN

Council member McMahan presented a proclamation for **Hayen Rowe** who won the 2023 local Super Stock Car Race, and the right to represent Athens at the world championships in the historic 85th running of the First Energy All-American Soap Box Derby, during the week of July 16-22, 2023, in Akron, Ohio.

PRESENTATION OF PROCLAMATION – DICK PELLEY

Council member Pelley presented a proclamation for **Kyia Hagerty** for finishing second in the local race, won the right to represent Athens at the National Super Kids Classic during the First Energy All-American Soap Box Derby from July 20-22, 2023, in Akron, Ohio.

- 3 -

REQUESTS FROM CITIZENS

Approximately 5 individuals addressed the Council regarding more police officers on duty. Flooding on Harris and Tell streets. Pickleball community, public record request and fire department emails.

- 4 -

CONSENT AGENDA

Mayor Sherlin advised the recording clerk to read the following items into the record:

I. CONSENT AGENDA

- a.) Approve Resolution No 2023-20 to submit application for Tourism Enhancement Grant
- b.) Approve Resolution No 2023-21 to submit application for South Art Express Grant for replacing downtown quilt squares.
- c.) Approve Resolution No 2023-22 to submit application for Tennessee Arts Commission Arts Access Mini-Grant for replacing downtown quilt squares.
- d.) Approve Resolution No 2023-23 to submit application for BlueCross BlueShield Healthy Places Grant.
- e.) Approve Resolution No 2023-24 to submit application for Public Entity Partners Safety Grant
- f.) Approve Resolution No 2023-25 to submit application for Police Recruitment and Retention Grant and TLETA Cost Sharing Grant
- g.) Approve High Mast Preventative Maintenance and Repair Contract Extension for Stansell Electric.
- h.) Approve Traffic Signals Maintenance and Repair Contract Extension for Stansell Electric.
- i.) Approve contract amendment of \$24,575.51 with Stantec for campus traffic improvement project.
- j.) Approve \$57,000.00 estimated cost for paving Rosedale Street and Hornsby Street.
- k.) Approve \$107,000.00 estimated cost for flooding issues on Tell, Harris and Clark Street
- l.) Appoint Dale Newman (Pelley), Donald Frank (Eaton), Sherry Richmond Frank (Eaton), Angela Schaffer (Eaton) to Council Advisory Board.

Council Member Pelley moved, Council Member Curtis seconded, that the Consent Agenda as stated above be approved. Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.
NAYS: None

- 5 -

ORDINANCES

- a.) Ordinance No. 1122 – Second Reading - An Ordinance to amend the Athens Municipal Code, Title 8 entitled to alter the hours for Sunday beer sales.

The caption of the above-described ordinance was read by the recording clerk. Vice Mayor Eaton opened the public hearing. There being no one wishing to speak, the public hearing was closed.

Council Member Pelley moved, Council Member Curtis seconded, to approve Ordinance No. 1122 Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Sherlin
ABSTEIN: Eaton

- b.) Ordinance No. 1123 – Public Hearing and Second Reading - An Ordinance to amend the Athens Municipal Code, Approve the rezoning request by Tracy and Wanda Dennis. to change a parcel located at 708 Virginia Avenue from B-1 (Intensive Business District) to R-2 (Medium-Density Residential District).

The caption of the above-described ordinance was read by the recording clerk. Vice Mayor Eaton opened the public hearing. There being no one wishing to speak, the public hearing was closed.

Council Member Curtis moved, Council Member Pelley seconded, to approve Ordinance No. 1123 Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.
NAYS: None

- 6 -
OLD BUSINESS

- 7 -
NEW BUSINESS

- a.) Approve Resolution No 2023-26 for a \$5000.00 contribution to The Better Living Center

Council Member Pelley moved, Council Member Witt-McMahan seconded, to approve contribution to the Better Living Center. Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.
NAYS: None

- b.) Motion to approve \$16,000.00 for McMinn Economic Development Agency Industrial Park Signs.

Council Member Pelley moved, Council Member Curtis seconded, to approve. \$16,000.00 for McMinn Economic Development Agency Industrial Park Signs.

Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.

NAYS: None

c.) Motion on Pickleball.

Council Member Curtis moved, Council Member Pelley seconded, to bid design as presented by staff. Mayor votes against motion on pickle ball court.

AYES: Curtis, Witt-McMahan, Pelley

NAYS: Eaton, Sherlin

d.) Motion to approval Councilmembers to submit action items or discussion items for the work session agenda will be 5 PM the Wednesday before the meeting.

Council Member Curtis moved, Council Member Pelley seconded, to approve action items or discussion items for the work session agenda will be 5 PM the Wednesday before the meeting. Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.

NAYS: None

e.) Motion to accept the school buildings with stipulation that for Westside School, Board of Education has first right of refusal on a sale of the building and rejecting the proposed amendment to the original agreement.

Council Member Curtis moved, Council Member Pelley seconded, to accept the school buildings with stipulation that for Westside School, Board of Education has first right of refusal on a sale of the building and rejecting the proposed amendment to the original agreement

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.

NAYS: None

- 8-
REPORTS

FINANCE DEPARTMENT REPORT

Finance director Mike Keith presented the Finance Dep Report for August 2023. The report was accepted as presented.

FIRE DEPARTMENT REPORT

Fire Chief Brandon Ainsworth presented the Fire Department Report for August 2023. The report was accepted as presented.

- 10 -

POLICE DEPARTMENT REPORT

Police Chief Fred Schultz presented the Police Department Report for August 2023. The report was accepted as presented.

- 11 -

REPORT FROM THE CITY MANAGER

City Manager Deb Wallace presented an update on various projects and programs taking place. The report was accepted as presented.

- 12 -

ADJOURNMENT

There being no further business to come before the meeting, the meeting adjourned at 8:00 p.m.

Council Member Pelley moved, Council Member Curtis seconded, for the meeting to be adjourned.

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.

NAYS: None

STEVEN S. SHERLIN, Mayor

DEB WALLACE, City Manager

ATHENS CITY COUNCIL

MINUTES OF MEETING

September 12, 2023

The Athens City Council met in called session on September 12, 2023, at 6:00 p.m. with Mayor Sherlin presiding. The invocation was given by Vice Mayor Eaton and upon roll call the following members were present:

Curtis, Pelley, Eaton, Sherlin

The following decision was made and ordered made a part of the records of the Athens City Council.

The purpose of the meeting, as issued in the "Notice of Called Meeting" dated September 12, 2023, was read and made a part of these minutes:

NOTICE OF SPECIAL CALLED MEETING

There will be a called meeting of the Athens City Council at the Athens Municipal Building Conference Room located at 815 N. Jackson Street, Athens, Tennessee, commencing at 6:00 p.m. on Tuesday, September 12, 2023.

The purpose of this meeting is to:

1. Interview candidates for the position of City Attorney.
2. Select a candidate for the position of City Attorney and approve any agreement, if necessary for the position.

Any interested citizen is invited to be present.

/s/

Steven S. Sherlin, Mayor

- 1 -

NEW BUSINESS

INTERVIEW CANDIDATES AND MAKE A SELECTION FOR THE POSITION OF CITY ATTORNEY

Mayor Sherlin opened the meeting by stating there were two candidates being interviewed for the position of City Attorney. He stated that each council member would be given the opportunity to ask questions of the candidates, and that they would begin with Council Member Jordan to his far left and continue to the next council member until each one had asked all desired questions. The first candidate interviewed was Stephanie D. Coleman, and Mr. John Owings with the firm of Owings, Wilson & Coleman in Knoxville. The next candidate interviewed was Christopher M. Caldwell with the firm of Pratt Child Legal Group, PLLC located in Athens.

After further discussion regarding each potential candidate, since Council member Witt-McMahan was not present it was agreed, and moved to include this item on the new business at the next City council meeting, September 19, 2023

- 3 -

ADJOURNMENT

There being no further business to come before the meeting and upon motion duly made and seconded, the meeting adjourned at 8:00 p.m.

STEVEN S. SHERLIN, Mayor

DEB WALLACE, City Manager

ATHENS CITY COUNCIL

MINUTES OF MEETING

July 20, 2023

The Athens City Council met in called session on July 20, 2023, at 6:00 p.m. with Mayor Sherlin presiding. The invocation was given by Vice Mayor Eaton and upon roll call the following members were present:

Pelley, Eaton, Sherlin

The following decision was made and ordered made a part of the records of the Athens City Council.

NOTICE OF CALLED MEETING

There will be a called meeting of the Athens City Council at the Athens Municipal Building (Burkett Witt Council Chambers) located at 815 North Jackson Street, Athens, Tennessee, commencing at 6:00 p.m. on Thursday July 20, 2023

The purpose of this meeting is to:

1. Discuss and select an appointment to the McMinn County Library Board to fill the unexpired term of Craig Hardin, term to expire June 30, 2026

Any interested citizen is invited to be present.

/s/ _____
Steven S. Sherlin, Mayor

REQUESTS FROM CITIZENS

Mayor Sherlin opened the meeting by stating they would begin the meeting with requests from citizens. Approximately six individuals address the Council.

- 1 -

NEW BUSINESS

Discuss and select an appointment to the McMinn County Library Board to fill the unexpired term of Craig Hardin, term to expire June 30, 2026

Vice Mayor Eaton moved, Council member Pelley seconded, a motion to nominate John Duggan for the Library Board that rate. Roll call vote:

AYES: Pelley, Eaton, Sherlin.

Absent: Curtis, Witt-McMahan

- 2 -

AMEND MOTION TO ADD LIBBY SKERITO TO THE LIBRARY BOARD

Mayor Sherlin moved, Council Member Pelley seconded, to add Libby Skerito to the Library Board. Motin fails 2-1 Roll call vote:

AYES: Pelley, Sherlin

NAYS: Eaton

- 3 -

ADJOURNMENT

There being no further business to come before the meeting and upon motion duly made and seconded, the meeting adjourned at 6:40 p.m.

Mayor Sherlin moved, Council Member Pelley seconded for the meeting to be adjourned.
Roll call vote:

AYES: Pelley, Eaton, Sherlin

NAYS: Eaton

STEVEN S. SHERLIN, Mayor

DEB WALLACE, Interim City Manager

TO: Deb Wallace, City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Ben Burchfield, Public Works Director
Matthew Siniard, Parks and Recreation Director
Mike Keith, Finance Director

DATE: September 6, 2023

SUBJECT: Heritage Park LPRF Grant

Background

The City received an LPRF Grant in 2020 for improvements at Heritage Park. Last month the City executed a contract with the State of Tennessee for grant funding and held a kickoff meeting with staff who oversee the grant projects. With these two steps complete, the City can now begin work on the project for items which are reimbursable by the program.

The scope of the project calls for the renovation of the existing baseball field which includes making it ADA accessible. Addressing other ADA compliance issues in the parking lot and some sections of sidewalk and constructing a new ADA compliant walking trail. The grant requires a 50% match by the City and the total estimated budget is \$1,100,000.00. The total budget is broken into \$150,000 for professional services and \$950,000 for capital construction.

Based upon purchasing guidelines, the City may enter into an agreement with a professional service provider such as an engineer or architect without doing a request for qualifications if they have an established working relationship with the firm. Since Lose Designs has done much of the work over the last few years for the Parks and Recreation Department, we believe it is best to continue that relationship and use them for services related to the project.

As a result, we have negotiated a professional services agreement with them for the budgeted amount of \$150,000. This is based upon some conditions which are extremely difficult to predict when working with an LPRF project. The City will have some additional expenses which will not be covered by the grant unless the construction bid comes in under the budgeted amount. We have a survey of the property, which was conducted by Belk Surveying, but topography will need to be added to the survey so we will have approximately \$6,000 in costs associated with the surveyor updating the boundary survey to add the additional information. We will also have to do some geotechnical work prior to design, and we will be required to pay for this work. At this time, we do not have an exact cost for the geotechnical work because we are still trying to determine the full scope of work needed.

We do have funds included in the agreement for the architect to handle permitting and basic environmental clearance. In most cases for a project like this, a simple environmental review process is sufficient. However, at times an agency will return their review with a request for a full environmental review. We have asked TDEC to see if they could tell us what would be required for this project, and they said they will not know until all the agencies respond to the initial environmental application. In the event a full environmental study is required, the services would be provided by Lose Designs under this agreement by billing us the hourly rate from the schedule attached to the agreement.

While we do have funds budgeted in the agreement for Construction Administration to be provided by Lose Designs in conjunction with City staff, this is based upon a certain number of visits and reviews as outlined within the agreement. This structure for Construction Administration worked well on the Cook and Regional Park upgrade project, but with the stringent guidelines associated with the LPRF Grant it is impossible to predict how much Construction Administration will be needed from the designer. Therefore, if we require additional services beyond the scope outlined in the agreement the additional services will be billed hourly based upon the rate schedule included in the agreement. The hourly billing is the same arrangement written into other engineering and architectural agreements we have routinely used for other projects to cover the addition of any services not included in the original scope or that exceed the amount of time and resources allotted for each line item within the scope of services.

Action Item

We recommend that Council approve the agreement with Lose Designs with the understanding that the State must also review and approve the agreement. In the event the State requests any substantive modifications to the agreement, the updated agreement will be returned to the Council at a future meeting for approval. However, we would ask that the Council authorize the Mayor to execute an updated agreement if the changes are merely technicalities and do not substantially alter the original agreement.



PUBLIC WORKS

MEMORANDUM

TO: Deb Wallace, City Manager

FROM: Ben Burchfield, Public Works Director

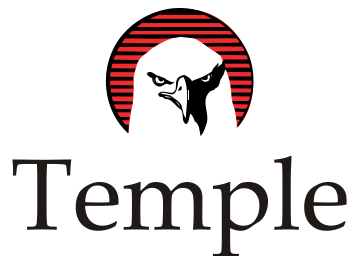
DATE: September 6, 2023

SUBJECT: Adams Construction Contract Extension

This memo requests the Council proceed with authorizing the City to extend the contract for services with Adams Construction, LLC. Adams was awarded the Campus Transportation Improvements (CTI) contract at the end of last year. The initial contract stipulated completion of the project by August 2023. As the Council is aware, there are still several traffic signal improvements in the project that are delayed due to equipment and material lead times. These include signal improvements at Cook & Madison, Keith & Madison, McMinn & Madison, and Elizabeth & S White St. This includes accompanying concrete and striping work for ADA crossings.

Based on the tentative amended project schedule provided by Progression Electric, the signal subcontractor for Adams, they expect to fully complete the remaining items by March 25th, 2024. Based on this, we would request approval to extend the contract to April 12th, 2024. This would provide ample time, considering any potential weather impacts, to complete the remaining signal work based on the schedule provided.

Let me know if you have any questions.



June 2, 2023

Bill Medley
Progression Electric, LLC

To Our Business Partners, Customers, and Suppliers

RE: Management of Global Supply Chain Impacts
ORD# - 154526N
PO# - CC5336
Project# - Athens Comp Ped/Vehicle Imp (City of Athens, TN)

As with many businesses in the US, the current global supply chain impacts have affected the normal processes, deliveries, and policies in this unprecedented season.

Temple, Inc. is working to mitigate the impact that this has on our normal business practices and is striving to maintain outstanding customer and partner support.

As a result Temple, Inc. is experiencing longer than normal lead times caused by supply chain disruption along with other factors such as increased demand and a global shortage of certain components.

Temple, Inc. is still operating as planned and is working to manage these difficulties with our suppliers and partners.

The current estimated production date for the material on this order is December 15, 2023.

We apologize for this inconvenience.

Sincerely,

Patrick Whatley
Director of Operations



*P.O. Box 9606
Knoxville, Tennessee 37940-0606
865-971-5432 Fax: 865-971-5429*

Jason Rogers
Adams Contracting
131 Prosperous Place, Suite 19A
Lexington, KY 40509
Sidewalk and Pedestrian Improvements
Bid # 23-04

Jason;

I have listed the estimated time to install the signal equipment for the above project. Currently, the signal head equipment is not scheduled until mid-November. The signal control cabinet is not scheduled until mid-December.

The new steel strain poles were quoted with a lead time of 20-22 weeks, after approved release. Please note: The pole price is quoted for only 30 days. Increases may apply with order after 7/7/23. Also, please note that shop drawings, for approval, are not generated until price approval and added to the project. The shop drawings take 4-6 weeks to generate. These poles were just quoted and have NOT been approved or released for production, therefore shop drawings have not been issued by the factory. Anchor bolts for these poles are not available for 6-8 weeks after the final pole approval.

Using the above dates, we would plan on starting the signal work on or near December 1, 2023, at Madison and Cook. This work would take 10-15 working days. We would then move to Madison and Keith. This work would take 15-20 working days. We would then move to Madison and McMinn. This work would take 25-30 working days. Finally, we would move to Elizabethton and White. This work would also take 25-30 days.

Using the above times, the estimated schedule is shown below.

Madison and Cook: 12/1/23 thru 12/15/23
Madison and Keith: 12/18/23 thru 12/22/23 and 1/8/24 thru 1/19/24
Madison and McMinn: 1/22/24 thru 2/23/24
Elizabethton and White: 2/26/24 thru 3/25/24

These times and dates may vary with weather and delivery condition. During this time, we would also install the concrete foundations for the new steel strain poles.

Please let me know if you need anything else or have any questions.

Thank you!

Bill Medley

Bill Medley
Vice President



PUBLIC WORKS

MEMORANDUM

TO: Deb Wallace, City Manager

FROM: Ben Burchfield, Public Works Director

DATE: September 6, 2023

SUBJECT: ARP Stormwater Proposal for Engineering Services

This memo requests the Council approve the scope of services and contract provided by Gresham Smith for the City's ARP Stormwater Improvement Project. As has been discussed previously, the City was eligible for \$2,371,902.77 of funding from TDEC. The City applied at the end of 2022 and was awarded the contract and funds in July 2023. As a reminder, the grant required a 15% match, or \$355,785.42. Between the TDEC allocation and local match, we have a total funding balance of \$2,727,688.19.

Public Works and the interim City Attorney have approved the contract language provided after negotiation. Gresham Smith has also provided a comprehensive task order breakdown in the proposal. The following is a brief overview of the activities covered in the proposal:

1. Assistance with project management, regular coordination meetings, and multiple public input meetings to ensure we're engaging citizens. They have allocated \$74,000 to these tasks for the duration of the project through July 2025.
2. Survey and data collection of MS4 assets throughout the City.
 - a. Public Works has already completed a significant portion of data collection, but efforts have been quantitative and lack survey grade accuracy for critical structures. Activities include vertical and cross-sectional survey of natural and manmade water conveyances in the City. They have allocated \$53,000 to these tasks and should be completed by Feb 2024.
3. Condition Assessment & GIS Audit
 - a. Gresham Smith will develop a comprehensive condition assessment system in coordination with the City and assist in grading all primary infrastructure based on this system for Capital Improvement Plan usage. They will also assist in rebuilding the City's ArcGIS MS4 asset geodatabase with expanded asset data tabulation and

assist auditing existing structures for accuracy with the system. They have allocated \$28,000 for these activities and they should be completed by May 2024.

4. Hydrologic and Hydraulic Modeling

- a. After collection of survey data and 2007 FEMA model data, Gresham Smith will develop a new hydrologic FEMA HEC-RAS model for the City. This model will show real-time stormwater run-off impacts throughout the City based on NOAA 24-hr design storm events. This model is essential to identify or validate critical areas of the MS4 network where there are needs to attenuate and infiltrate stormwater run-off. They have allocated \$122,000 to this activity and it should be completed by Sept 2024.

5. Stormwater Masterplan

- a. After collection and modelling efforts have been completed, Gresham Smith will develop a stormwater masterplan. This plan will holistically assess the City's existing MS4 system. It will identify areas of concern, area for opportunities, and also provide ranked/prioritized improvement projects to improve water quality throughout the City, which is a core goal of the City's MS4 permit. They have allocated \$105,000 for this activity and it should be completed by Feb 2025.

6. Stormwater Utility Fee Development

- a. The City is in dire need of an established MS4 utility fund. Because managing and conveying stormwater requires a "built" environment like other utilities, there needs to be dedicated revenue allocated to maintaining and replacing the system at end-of-life. Based on data collected from the field, Gresham Smith will assist in developing an MS4 utility rate system for residential and non-residential uses. They will develop tiers based on impervious area data sampling from aerial imagery, as well as credit/incentive systems to promote redevelopment and green infrastructure practices to further reduce run-off coefficients and improve water quality. They have allocated \$85,000 for this activity, and it should be completed by July 2025.

7. Asset Management/Work Order Platform

- a. In addition to updating the MS4 asset database, Gresham Smith will also assist the City in implementing an electronic asset management/work order platform to track activities related to MS4 assets. There are two primary platforms the City is interested in, and Gresham Smith will assist in selection and implementation of one of these. They have allocated \$13,000 for this activity and it should be completed by Oct 2024.

Lastly, there are expected reimbursable expenses to the tune of \$22,000, for items such as travel expenses, presentation materials, etc. This brings the total proposal amount to \$502,000 for professional services.

The Council should also be aware that there are additional activities that Gresham Smith cannot budget for at this time, that will need to be approved at a later date. These include design, bidding, and construction administration costs for one (or more) construction projects that are identified in the masterplan. The grant application has approximately 2 million allocated for capital improvements (construction costs). Our plan will be to bring a separate proposal for design and construction services to Council to approve once target projects are identified that fit within our budget and timeline constraints.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
TASK ORDER EDITION**

THIS AGREEMENT is effective as of _____, 2023 (Effective Date) between City of Athens, TN (Owner) and **GRESHAM SMITH** (Engineer). From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope:

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer's Services, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure:

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of Compensation for each Task Order. With respect to the scope of Engineer's services, each specific task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer will provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General:

- A. Owner shall have the responsibilities set forth in Exhibit B, "Owner's Responsibilities," and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

3.01 Term:

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of this Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Times for Rendering Services:

- A. The Effective Date of the Task Order and the times for performing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project or Engineer's Services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall

submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments:

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity imposes additional sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such additional sales or use taxes, fees, or charges for reimbursement by the Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 - OPINIONS OF COST

- 5.01 Opinions of Probable Construction Cost. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

5.02 INTENTIONALLY OMITTED

- 5.03 Opinions of Total Project Costs: The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance:

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Engineer shall comply with the policies, procedures and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of each Task Order. Changes after the Effective Date of each Task Order to these Laws and Regulations or to Owner-provided written policies and procedures or the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Certifications: Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. General Conditions: The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless both parties mutually agree in a Task Order to use other general conditions.
- H. Contractor Work Site Safety: Engineer shall not at any time supervise, direct, control, or have authority over any Constructor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Contractor Performance: Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Contract Documents.

- J. Surety: Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Decisions: Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- L. Exclusions: Engineer's services do not include: (1) providing legal advice or representation; (2) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (3) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. Compliance: While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services: For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase engineering and professional services. In such case, Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering or professional services, except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 Use of Documents:

- A. All Documents prepared by Engineer and its Consultants are instruments of service in respect to this Project, and Engineer and its Consultants shall retain an ownership and property interest therein of their respective documents (including the copyright and the right of reuse at their discretion) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form and signed or sealed by the Engineer or one of its Consultants.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or

- for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Electronic Transmittals:

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- D. If Owner and Engineer intend to transmit through a secure Specific Project website, then Owner and Engineer agree to use Engineer's digital document management software system (Newforma-Infoexchange) to which Engineer shall provide Owner and the Contractor access. Engineer's fee is based on the use of the Newforma software. Should Owner not agree to use Engineer's document management software or, at the request of the contractor, Owner directs Engineer to use a different such software for transmission and management of construction phase documentation, Engineer's fees and time schedules shall be equitably adjusted. The protocols governing such transmissions, shall be as set forth in Digital Data Exhibit attached hereto and incorporated herein. Modeling as a deliverable will be outlined in the Digital Model Execution Plan.

6.05 Insurance:

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth herein. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Owner shall procure and maintain insurance as set forth herein. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Specific Project.
- B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as

additional insureds with respect to such liability and other insurance purchased and maintained by Contractor. This insurance shall be primary and non-contributory.

- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in 6.05 G hereinbelow. Such certificates shall be furnished promptly after the issuance of a Task Order and at renewals thereafter during the life of this Agreement.
- D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled until a prior written notice pursuant to the policy provisions has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- F. Under the terms of any Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.05 G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.05 G will be supplemented to incorporate these requirements.

G. The insurance required by Paragraph 6.05.A of this Agreement are as follows:

- 1. By Owner and Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability:
 - Each Accident \$1,000,000
 - Disease, Policy Limit \$1,000,000
 - Disease, Each Employee \$1,000,000
 - c. General Liability:
 - Each Occurrence (Bodily Injury/Property Damage): \$1,000,000
 - General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability:
 - Each Occurrence \$3,000,000
 - General Aggregate \$3,000,000
 - e. Automobile Liability:
 - Combined Single Limit (Bodily Injury/Property Damage)
 - Each Accident \$1,000,000
- 2. By Engineer only:
 - a. Professional Liability:
 - Each Claim Made \$1,000,000
 - Annual Aggregate \$1,000,000

H. Additional Insureds

1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in Paragraph 6.05.A: Engineer and Engineer's Consultants, including, but not limited to, listed as follows:
Robert G. Campbell & Associates
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

6.06 Suspension and Termination:

A. Suspension:

1. By Owner: Owner may suspend a Task Order for up to 90 cumulative days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer, Owner has failed to pay Engineer for invoiced services and expenses as set forth herein, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.11.

B. Termination for Cause – Task Order: The obligation to provide further services under a specific Task Order may be terminated:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement through no fault of the terminating party.
2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 cumulative days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. Termination for Cause—Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: The terminating party under Paragraph 6.06.B, C and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. Payments Upon Termination:
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- 6.07 Lien Rights: Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish any requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights. Evaluation, notice and enforcement of lien rights shall be determined at the Engineer's discretion.
- 6.08 Controlling Law: This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 6.09 Successors, Assigns, and Beneficiaries:
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.09.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Contract Documents.

6.10 Claims and Dispute Resolution:

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures herein provided or exercising their rights under law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the mediation procedures provided herein.
- B. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as mutually agreed by the parties. Request for mediation shall be filed in writing with the other party to this Agreement and shall include a list of no less than three nor more than six names, addresses and qualifications of industry-experienced mediators which the filing party will accept to conduct the mediation. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- C. If such mediation is unsuccessful in resolving a Dispute, then either party may seek to have the Dispute resolved by a court of competent jurisdiction. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.
- D. Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time this Agreement was executed, but in any case, not more than 10 years after the date of Substantial Completion of the Work. Owner and Engineer waive all claims and causes of action not commenced in accordance with this Paragraph 6.10 D.

6.11 Environmental Condition of Site with respect to each Task Order and Specific Project:

- A. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any

other damages, immediately suspend performance of services on the portion of the Project affected thereby until such portion of the Specific Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the Specific Task Order, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating the Task Order for cause on 7 days' notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.12 Allocation of Risk:

- A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, consultants, and employees from costs, losses, and damages arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Consultants.
- B. *Intentionally omitted*
- C. Environmental Indemnification: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any project Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order or a Specific Project.

- G. Limitation of Liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Task Order, a Specific Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the two times the total compensation received by Engineer under such Task Order.
- H. Premium Cost: If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the Owner, then the Owner will pay for this entire item just as if it had been included in the original contract documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the Engineer will pay the premium cost to have this item corrected or included, while the Owner will pay the value of the item as if it had been included in the original contract documents.

6.13 Records Retention: Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.14 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task

Orders issued after the effective date of the amendment if not otherwise set forth in the amendment of such Specific Project.

- G. Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.
- H. Photographic or Artistic Representations: Engineer shall have the right to include photographic or artistic representations of the design of the project described in each Task Order (“Project”) among the Engineer’s promotional and professional materials. Engineer shall be given reasonable access to the completed Project to make such representations. However, Engineer’s material shall not include Owner’s confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by Owner to be confidential or proprietary. Owner shall provide professional credit for Engineer in Owner’s promotional materials for the Project.
- I. Force Majeure: The Engineer shall not be liable for failure to perform its services under this Agreement or meet any schedule of performance of services to the extent that any delay or impediment arises from reasonably unforeseeable causes beyond the reasonable control of the Engineer. Examples of such causes include acts of God or of the public enemy, acts of the Owner or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, and unusually severe weather. The Engineer and its consultants shall not be required to perform any services that would require or may result in exposure of their employees to hazardous or unsafe conditions.

6.15 Special Provisions: Listed as follows or None as stated below:

None

ARTICLE 7 - DEFINITIONS

- 7.01 Defined Terms. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
- 1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with a Task Order but which are not included in Basic Services for that Task Order.
 - 2. Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 3. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, as specified in the task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order.
 - 4. Change Order – A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 5. Change Proposal – A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents

- or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
6. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 7. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 8. Construction Contract Documents – Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
 9. Construction Contract Price – The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
 10. Construction Contract Times – The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
 11. Construction Cost – The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
 12. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer’s independent professional associates, consultants; subcontractors; or vendors.
 13. Contractor – The entity or individual with which Owner enters into a Construction Contract.
 14. Day - The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
 15. Documents – Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 16. Drawings – That part of the Construction Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 17. Effective Date – The date indicated in this Agreement and in each Task Order on which each becomes effective, but if no such date is indicated, the date on which this Agreement or a Task Order is signed and delivered by the last of the parties to sign and deliver.
 18. Engineer – The individual or entity named as such in this Agreement.

19. Laws and Regulations; Laws or Regulations – Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
20. Owner – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
21. Record Drawings – Drawings depicting the completed Specific Project or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
22. Resident Project Representative – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be included in a Task Order as set forth in each Task Order.
23. Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
24. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
25. Site – Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
26. Specifications – The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative requirements and procedural matters applicable to the Work.
27. Specific Project – The total specific undertaking of to be accomplished for Owner as set forth by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
28. Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
29. Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
30. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

31. Task Order – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer’s compensation, times for performance of services and other relevant information for a Specific Project.
32. Total Project Costs – The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to .
33. Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
34. Work Change Directive – A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion or revision in the Work.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits & Attachments Included:

Exhibit A, Engineer’s Services (including Digital Data Exhibit)

Exhibit B, Owner’s Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative-
- Not Included

Exhibit E, Notice of Acceptability of Work-- Not Included

Exhibit F, Amendment to Task Order (Form)

Attachment 1, Task Order (Form)

Digital Model Execution Plan

8.02 Total Agreement: This Agreement, (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Task Orders shall be in writing, based upon the format provided in Exhibit F, “Amendment to Task Order (Form).” An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit F to this Agreement.

8.03 Designated Representatives: With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that individual

represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

- 8.04 Engineer's Certifications: Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution; "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, the Effective Date of which is indicated on page 1.

OWNER: City of Athens, Tennessee

Designated Representative (8.03)

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Address for Giving Notices: _____

ENGINEER: GRESHAM SMITH

Designated Representative (8.03)

By:  _____

Name: Patrick Fiveash, P.E.

Craig S. Parker, P.E.
Title: Senior Vice President

Title: Project Manager

Date: August 2, 2023

Phone: 865.299.6130

Email: Patrick.Fiveash@greshamsmith.com

Address for Giving Notices: 222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308

EXHIBIT A – ENGINEER’S SERVICES

Services to be provided under a Task Order may include the following.

PART 1 - BASIC SERVICES

A.101 Study and Report Phase

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a) If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: Refer to task order
 - b) If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c) If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner’s Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner’s Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer’s use in the study and evaluation of potential solution(s) to Owner’s Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 4. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 Bidding or Negotiating Phase

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents..
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required as a part of this Agreement).

A1.05 Construction Phase

- A. As Basic Services, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction

selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings and Samples:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such

reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of *Paragraph A2.01.B.2 of this Exhibit A*.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work

(subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the

acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A.1.106 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A.1.107 Commissioning Phase

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.
 4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

- A.1.108 Other Services: Each specific Task order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Advance Written Authorization Required: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the

types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities; preparation of appraisals; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services: services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order; services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and

constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Paragraph 5.02.A and Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation and maintenance manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. Advance Written Authorization Not Required: Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Reviewing a Shop Drawing more than two times, as a result of repeated inadequate submissions by Contractor.
 7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

EXHIBIT B – OWNER’S RESPONSIBILITIES

Article 2 of the Agreement is supplemented to include the following agreement of the parties unless expressly stated otherwise in a Task Order.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement with respect to each Task Order, the Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner’s bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer’s possession) of all design and construction standards, Owner’s standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner’s legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction or investigation at or adjacent to the Site.
- D. Following Engineer’s assessment of initially-available Specific Project information and data and upon Engineer’s request, obtain, furnish or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys; all surveys will be provided in hard copy in addition to digital format.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests

- and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical or cultural studies as to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purposes Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: Refer to task order .

EXHIBIT C – PAYMENTS TO ENGINEER FOR SERVICES AND EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE A.2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): refer to task order
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's

employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of July 1) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 2.15 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of July 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.05.

- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony, not including expert witness testimony which shall be done under a separate agreement, in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.25 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 Other Provisions Concerning Payment

- A. Extended Contract Times: Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

EXHIBIT C - APPENDIX 1**Reimbursable Expenses and Charges Schedule**

Reimbursable expenses and charges for services performed are:

Printing Rates	Charge Rate Per Copy/Print
Print on White bond - 8.5 x 11	\$ 0.10
Print on White Bond - 8.5 x 14	\$ 0.15
Print on White bond - 11 x 17	\$ 0.19
Print on White bond - 11 x 17 - folded	\$ 0.21
Print on White bond - 12 x 18 Small Format	\$ 0.23
Print on Colored bond - Blue	\$ 0.13
Print on Colored bond - Canary	\$ 0.13
Print on Colored bond - Green	\$ 0.13
Print on Colored bond - Natural	\$ 0.13
Print on Colored bond - Pink	\$ 0.13
Print Color - 8.5 x 11	\$ 0.50
Print Color - 8.5 x 14	\$ 0.75
Print Color - 11 x 17	\$ 1.00
Marketing Color - 8.5 x 11	\$ 0.70
Marketing Color - 11 x 17	\$ 1.40
Marketing Color - 12 x 18	\$ 1.40
Marketing Color - 8.5 x 11 - FULL BLEED	\$ 1.40
Marketing Color - 11 x 17 - FULL BLEED	\$ 1.40
Marketing Color-Full Bleed	\$ 1.40
Print on Bond - 11 x 17	\$ 0.45
Print on Bond - 12 x 18	\$ 0.50
Print on Bond - 15 x 21	\$ 1.00
Print on Bond - 17 x 22	\$ 1.15
Print on Bond - 18 x 24	\$ 1.15
Print on Bond - 22 x 34	\$ 1.20
Print on Bond - 24 x 36	\$ 1.25
Print on Bond - 30 x 42	\$ 1.35
Print on Bond - 34 x 44	\$ 1.65
Print on Bond - 36 x 48	\$ 1.85
Color Bond Prints - 22 x 34 in Set	\$ 2.50
Color Bond Prints - 24 x 36 in Set	\$ 2.50
Color Bond Prints - 30 x 42 in Set	\$ 2.50
Color Bond Prints - 34 x 44 in Set	\$ 2.50
Color Bond Prints - 36 x 48 in Set	\$ 2.50

Office Services Charges:

Cell Phone	\$0.20	Per Minute
Long Distance	\$0.12	Per Minute
Faxes	\$1.00	Per Page

EXHIBIT C – APPENDIX 2

Standard Hourly Rates Schedule

- A. Standard Hourly Rates:
1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 2. The Standard Hourly Rates apply only as specified in Article C2.
- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Personnel Classification	Hourly Rate
PX/Principal Engineer	\$270
Senior Civil Engineer	\$240
Sr. Project Manager/Engineer	\$220
Senior Project Engineer	\$200
Senior Staff Engineer	\$175
Staff Engineer	\$155
Staff Professional	\$125
Engineer Intern	\$110
Senior Designer/CADD Coordinator	\$150
Senior Design Technician	\$125
Design Technician	\$100
Senior Project Analyst	\$165
Project Management Assistant (PMA)	\$110
Administrative Assistant/Document Control	\$95

EXHIBIT F – AMENDMENT TO TASK ORDER

Amendment No. Click or tap here to enter text.

1. Background Data: Click or tap here to enter text.

Effective Date of Task Order Agreement: Click or tap here to enter text.

Owner: Click or tap here to enter text. Engineer: Click or tap here to enter text.

Specific Project/Task Order: Click or tap here to enter text.

2. Description of Modifications: *(Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)*

☐ a. Engineer shall perform or furnish the following Additional Services: Click or tap here to enter text.

☐ b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: Click or tap here to enter text.

☐ c. The responsibilities of Owner are modified as follows: Click or tap here to enter text.

☐ d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: Click or tap here to enter text.

☐ e. The schedule for rendering services is modified as follows: Click or tap here to enter text.

☐ f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: Click or tap here to enter text.

3. Agreement Summary

a. Original Task Order amount: \$Click or tap here to enter text.

b. Net change for prior amendments: \$Click or tap here to enter text.

c. This amendment amount: \$Click or tap here to enter text.

d. Adjusted Task Order amount: \$Click or tap here to enter text.

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Task Order and the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is Click or tap here to enter text..

OWNER: Click or tap here to enter text.

ENGINEER: Choose an item.

By: _____

By: Click or tap here to enter text.

Title: _____

Title: Click or tap here to enter text.

Date: _____

Date: Click or tap here to enter text.

ATTACHMENT 1

TASK ORDER

Task Order No. 1

In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: _____
- B. Owner: City of Athens, TN
- C. Engineer: Gresham Smith
- D. Specific Project (title): ARP Stormwater Phase I
- E. Specific Project (description): Stormwater Condition Assessment, Hydraulic Modeling, Master Planning, and Stormwater Fee Development

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are: *(Select one of the following 3 options.)*

- ☐ set forth in Part 1 – Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- ☒ as follows: Refer to Attachment A
- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference *(Check all that apply)*:
- ☒ Study and Report Services (Exhibit A, Paragraph A1.01)
- ☐ Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- ☐ Final Design Phase (Exhibit A, Paragraph A1.03)
- ☐ Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- ☐ Construction Phase Services (Exhibit A, Paragraph A1.05)
- ☐ **including Resident Project Representative (RPR) services**
- ☐ **not including Resident Project Representative (RPR) services**
- ☐ Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- ☐ Commissioning Services (Exhibit A, Paragraph A1.07)

~~B. Resident Project Representative (RPR) Services – If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement or Exhibit D as modified and attached hereto is expressly incorporated in this Task Order by reference.~~

~~C. Designing to a Construction Cost limit – Under this Task Order, Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement of Exhibit D to the Agreement. Exhibit D is expressly incorporated by reference. The Construction Cost Limit is \$NA. The bidding or negotiating contingency to be added to the Construction Cost Limit is NA percent.~~

D. Other Services – Engineer shall also provide the following services: NA

3. Additional Services – Additional Services that may be authorized or necessary under this Task Order are (select one of the options):

☐ •set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

☐ as follows: NA

☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: NA

5. Task Order Schedule – In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: [Refer to Attachment A](#)

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the Report and other Study and Report Phase deliverables to Owner.	Within ____ days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within ____ days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish electronic (“pdf”) and ____ hard copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within ____ days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish NA review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within NA days of Owner’s authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within NA days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish NA copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within NA days of the receipt of Owner’s comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish NA copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction	Within NA days of Owner’s authorization to proceed with Final Design Phase services.

	procurement documents), and any other Final Design Phase deliverables, to Owner.	
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within NA days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish NA copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within NA days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

5. **Payments to Engineer:** The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows: [See Attachment A](#)

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$493,000	Hourly, NTE
a. Study and Report Phase (A1.01)	\$ 493,000	Hourly, NTE
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$NA	NA
c. Bidding or Negotiating Phase (A1.04)	\$NA	NA
d. Construction Phase (A1.05)*	\$NA	NA
e. Resident Project Representative Services* (A1.05.A.2).	\$NA	NA
f. Post-Construction Phase (A1.06)	\$NA	NA
g. Commissioning Phase (A1.07)	\$NA	NA
h. Other Services (see A1.08, and 2.D above)	\$NA	NA
TOTAL COMPENSATION (lines 1.a-h)	\$493,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	NA

~~*Based on a NA-month continuous construction period.~~

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent

with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

6. Consultants retained as of the Effective Date of this Task Order:

Robert G. Campbell and Associates - Surveyor

7. Other Modifications to Agreement:

NA

8. Attachments:

Scope of Phase I Services

9. Documents Incorporated by Reference:

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated herein by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2023.

OWNER: City of Athens, TN

Designated Representative (8.03)

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

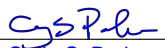
Phone: _____

Email: _____

Address for Giving Notices:

ENGINEER: GRESHAM SMITH

Designated Representative (8.03)

By: 
Craig S. Parker, P.E.

Name: Patrick Fiveash, P.E.

Title: Senior Vice President

Title: Project Manager

Date: 9/1/2023

Phone: 865.299.6130

Email: Patrick.Fiveash@GreshamSmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308

ARP Funded Stormwater Projects

Task Order No. 1 – Condition Assessment, Master
Planning, and Stormwater Utility Fee Development

for the

City of Athens, Tennessee

September 1, 2023



I. Scope of Services

1. Task 1 - Project Management, Meetings, and Coordination

1.1 Project Management

Gresham Smith ("Engineer") will provide the services of a qualified Project Manager and support staff to manage the Project and team from notice to proceed (NTP) through close-out. The Project Manager will be responsible for communication among parties, coordination between Engineer and Owner, coordination between Engineer and its survey subconsultant and monthly invoicing and reporting.

1.2 Kickoff Meeting w/Owner

Engineer will schedule and conduct a kick-off meeting with Owner to enable Engineer to review with Owner the detailed master Project Schedule and establish lines of communication and processes for decision making, change management, and risk management. Engineer will prepare and distribute an agenda for the meeting, conduct the meeting, and document the meeting via a meeting summary that will be distributed to all attendees for review, comment and recordkeeping.

1.3 Project Execution Plan

Engineer will prepare a Project Execution Plan consisting of a master schedule and Project-specific management plans for risk, safety, and quality. Project Execution Plan documents will be reviewed and updated throughout the Project as necessary, e.g., at the commencement of successive phases.

1.4 Internal Project Team Kickoff Meeting

Engineer will schedule and conduct an internal kick-off meeting with members of the Project delivery team to present the Project Execution Plan, review schedules, deliverables, delivery procedures and communication protocols.

1.5 Progress, Coordination and Deliverable Review Meetings

Progress meetings will be held as the project progresses. These discussions will help the team quickly resolve issues that arise and improve and/or change the processes so the work is performed as efficiently and effectively as possible.

Gresham Smith will lead the periodic meetings for the project, and develop the agenda, minutes, and other documentation as needed. Anticipated meetings for this task order include the following:

- Quarterly in-person project progress meetings (4)
- Monthly conference calls in the months that do not have an in-person project progress meeting scheduled (8)
- Asset management platform criteria evaluation workshop (1)
- Model validation meeting (1)
- Prioritization protocol coordination meeting (1)
- Final master plan summary presentation (1)

1.6 Public Information Meetings

Two public meetings will be held in the study area. Engineer will provide support to Owner and assist in planning and conducting the meetings. Engineer anticipates the first meeting will be held during data collection and field surveying activities and will provide general and Project specific stormwater information and education to enhance public understanding of the Project. This meeting will also serve as an opportunity for the public to provide information on problem areas within the study area.

The second public meeting will be held following the completion of the draft master plan when the modeling is complete and draft recommendations are available. At this meeting, Owner and Engineer will share findings and alternatives and receive feedback from residents.

It is assumed Owner will be responsible for identifying, coordinating with, and paying for (if applicable) a venue for the public meetings either within City facilities or by arranging a third-party venue in which the meetings can take place. Activities will consist of:

- Public meetings (2 total).
- Four weeks in advance of meeting, provide Owner with list of addresses based upon GIS parcel data within the watershed (Owner to mail meeting notifications).

- Assist in the production of up to three exhibits utilizing GIS data including but not limited to: streets, buildings, tree lines, drainage system, watershed, and stakeholder questionnaire results if available.
- Develop MS PowerPoint™ presentation for meetings.
- Prepare agenda, sign-in sheets, comment forms, etc. for each meeting.
- Facilitate meetings to solicit input from residents, or other interested parties to help answer technical questions.
- Prepare meeting minutes, including resident input, and submit for Owner review.
- Assist in the creation of up to two break-out stations to facilitate receiving of resident feedback.

Task 2 - Data Collection

The intent of this task is for Engineer to capture the stormwater utility infrastructure in the study area and use the data for Tasks 3 and 4. This task will be accomplished using a combination of Global Positioning Systems (GPS) data capture and conventional surveying as needed. Engineer's team includes Robert G. Campbell & Associates, Inc. ("Survey Subconsultant") for field surveying data collection.

Field survey data will be collected and incorporated into the City's existing geodatabase. The geodatabase design will be updated in collaboration with Owner to determine fields to be included for this Project as well as for subsequent use by Owner.

Engineer will provide quality control of Survey Subconsultant data. Engineer will verify select portions of Survey Subconsultant data to verify accuracy and suitability for hydraulic modeling.

2.1 - Field Survey

Survey data will be collected as described in this subparagraph. Data collection will be to survey grade accuracy and include the following standards and requirements:

- Elevations will meet the posted standards of the NC VRS network.
- All surveying services will be “Class A” surveying standard and performed in compliance with the Standards of Practice for Land Surveying in Tennessee as defined for GIS surveys.
- The horizontal datum is NAD 83/2011.
- The coordinate system is Tennessee State Plane 4100.
- The vertical datum is NAVD 88.
- The unit of measurement is the US Survey Foot.

Owner will be responsible for notifying property owners of surveying activities and the need to access drainage easements or private property. Owner will provide Engineer with a letter stating that field crews are authorized to enter private property for the purposes of this project.

2.2 - Geodatabase Review

Engineer will review/audit the City’s geodatabase that includes feature classes for data collected as part of the project and identify data “gaps.” Point feature classes are expected to include drainage structure, pipe end, and difficult access. Line type feature classes are expected to include culverts, pipes, and secondary open channels. Engineer will provide Owner with a written summary of geodatabase review comments.

2.3 - Closed System

Engineer’s Survey Subconsultant will employ conventional survey or survey grade GPS to locate the x, y, and z coordinates of each visible stormwater system structure 24” in diameter and larger. Engineer will collect various attributes for the structures as needed for the Condition Assessment and Hydrologic & Hydraulic Modeling tasks. This information will be used to supplement Owner’s existing geodatabase. Attributes may include but are not limited to the following:

- Unique identification number
- Horizontal (x, y) location
- Vertical (z) location (structure)
- Structure type

- Structure size
- Structure material
- Pipe shape
- Pipe size
- Pipe invert elevation
- Pipe material
- Pipe end type (projecting from fill, flared end section etc.)
- Headwall type

For this task order, data will be collected from the public stormwater drainage system; that is, systems that convey stormwater runoff from public streets or public property, including systems on public or private property that convey runoff originating from public streets or crossing private property. Only the outfalls of private systems will be inventoried unless the private system drains across a private property and conveys public water in which case the entire system will be inventoried. “Public water” is defined as water draining from a public street right-of-way or originating from City-owned property. The size of the systems to be inventoried will be all pipes greater than or equal to 24” in diameter.

2.4 - Open System

For Open Systems, typical data collection will include infrastructure information at stream crossings, stream channel dimensions and dam information. Engineer will collect survey for structures/infrastructure at stream crossings if:

- Engineer cannot establish parity between the FEMA model data and Owner inventory data;
- Structures not included in the FEMA model but impact Primary System hydraulics (private drives/roads, new roads, etc.); and
- Structure is missing critical data within the City’s inventory (invert, size, etc.).

2.4.1 - Open Channel Cross Sections

Engineer will utilize FEMA cross section data if sufficiently appropriate and recent, for hydraulic modeling purposes. Where FEMA cross-section data do not exist or require augmentation for hydraulic modeling, Engineer will obtain field survey cross-sectional data from top of bank to top of bank. Cross-sectional information outside the field surveyed sections will be based on the best available information (GIS topography, DEMs, etc.).

2.4.2 - Bridges

Bridges requiring survey for modeling will include dimensional and elevation data for modeling backwater effects on the hydraulic model. Bridge data will include shots parallel to the road representing the road overtopping elevation, bridge deck thickness, location and height of railing, pier location and dimensions, and underlying channel and abutment dimensions and elevations.

2.4.3 - Culverts

Culverts at stream crossings will be characterized by two pipe ends (one at each end of each barrel). Sufficient dimensional and elevation data will be collected to model backwater effects of culverts within the Open System. Multi-barrel culverts will include two pipe ends for each barrel. Additionally, culverts will include shots representing the overtopping profile of the above roadway/railway embankment.

2.5 - System Connectivity

Engineer will identify, organize, and import relevant background files to supplement the project field data and assist with establishing system connectivity. Engineer will provide system wide connectivity to the extent possible and perform quality control (QC) of the inventory by a hydraulic engineer.

Assumptions:

Survey data will be used to supplement the FEMA model as needed. The following assumptions have been made regarding the survey effort:

- A maximum of 200 structures (manholes, inlets, headwalls, etc.) will be surveyed.
- A maximum of 20 open channel cross sections will be surveyed.

- A maximum of 4 bridges will be surveyed.
- If additional survey data is needed, Engineer will notify Owner in writing and proceed with additional survey effort only upon receipt of written approval from Owner.

Task 3 – Condition Assessment

Engineer will coordinate with Owner to establish the methodology and standardized condition assessment process for MS4 network assets to provide consistency in asset evaluation, allowing for accurate prioritization based on their current state and criticality. Engineer will develop and define a condition rating system that can be utilized by city staff to assess the stormwater assets. Engineer will have a staff member work in the field with City staff for two days to perform condition assessments and train City staff on the process. Training will also include instructing City staff on how to update the City's GIS database with the information collected.

3.1 - General

Engineer's Task 3 services will include the following:

- Work with Owner to understand what existing information is available for review to define infrastructure types/numbers.
- Define watershed boundary for each project area.
- Perform a quality audit of Owner's existing GIS database, including the structures that comprise the Owner-reported 1,466 pipe segments in the system.
- Perform, via subcontract, a topographic survey of stormwater assets to establish and document elevations, dimensions, etc. of key assets.

3.2– Data Analysis

Engineer will coordinate with Owner to develop an asset condition and maintenance rating system for each attribute and protocols for incorporating the asset data and photographs into the City's GIS database. Attributes and ratings will be developed for the following assets:

- Manholes, junction chambers, catch basins, drop inlets, and outlet structures from detention basins;
- Pipe inlets, outlets, and headwalls;

- Storm sewer and culvert pipes; and
- Storm channels and drainage ditches.

3.3 - Data Collection

Data collection procedures will be as follows:

- Perform condition assessment field work with City staff to train them on the assessment process.
- Field crews will walk the project area to locate the stormwater drainage system features within the project limits. Only assets that have been field verified via survey or previously by City staff will be eligible for assessment.
- Field staff will work a total of two days in the field with City staff. Only public stormwater structures with pipes 24" and larger will be assessed. Field crew will assess as much as possible during the two-day field work period. Assessing structures that have been field verified by survey or City staff will allow crews to work efficiently, only travelling to assets with a known location.
- Field personnel will number each structure if a unique structure identification number does not presently exist. The field numbering scheme will be coordinated with Owner.
- The inspection crew will populate the attribute fields including structure physical features and condition. The crew will also take a photograph of each structure.
- Structure ID's assigned to each asset that has been assessed will be revised post assessment to ensure continuity with the numbering system.

3.4 - Data Review

After the data has been collected, it will be compiled and submitted to Owner for review. Engineer will perform data entry into a database and perform appropriate QA/QC review for the data collected. Engineer will revise database based on Owner's review comments. The data will be submitted for review with Owner.

3.5 – Resolution of Problematic Features with Owner

Problematic features will be reported to Owner as they arise. Typical problematic features include the following:

- Inaccessible structures (e.g., paved over manholes, catch basins blocked by parked vehicle);
- Structures that cannot be readily located from maps;
- Connectivity issues; and
- Health and safety issues.

Owner will work to resolve the problematic features as soon as practicable. Once the problematic feature has been resolved, the Project team will then finalize obtaining the required data for the structure. If for any reason the structure still cannot be inventoried, the feature will be annotated, and Owner notified. This process will ensure that the inventoried system is as complete and connected as possible.

Assumptions:

- Because condition assessment is limited in this Task Order, no inventory report, maintenance recommendations, repair cost estimates, or rehab prioritization will be performed. This work could be included in a future Task Order at Owner's request.
- Items 3.3, 3.4, and 3.5 above are understood to be lower priority compared to other tasks under this task order. The need for these items will be assessed with Owner as the Project progresses.

Task 4 – Hydrologic & Hydraulic Modeling

4.1 – Modeling Kickoff and Data Collection

A two-pronged modeling approach is envisioned to support the evaluation of the open and closed portions of the City's MS4 drainage system. Streams will be modeled using a HEC-HMS/HEC-RAS approach, and the closed pipe system (including open channels within this network) will be modeled using a SWMM-based modeling approach.

Prior to initiating model development, Engineer will meet with Owner to discuss critical modeling objectives, planned future uses of the model, and critical drainage or water quality issues to be prioritized for evaluation using the model. Engineer

will then fine-tune the modeling methodology and extents and develop a staggered model development schedule to meet these defined objectives. Engineer will also identify supplementary data needs (in addition to information already collected under previous tasks including the GIS database and survey data) to support model development and will work with the Owner to collect this data. Examples include drainage base maps, zoning information, planning documents, record drawings, soil data, and historical documents related to known drainage or water quality issues.

4.2 – Hydrologic Modeling

Hydrologic modeling will cover drainage areas that contribute flow to the City of Athens MS4 drainage system, including Mouse Creek, Oostanaula Creek, and their tributaries, as well as the contributing closed pipe drainage system of pipes 24" in diameter and larger. Stream system hydrology will be modeled in HEC-HMS, while hydrology upstream of the closed pipe system will be modeled in a SWMM-based model platform.

Subwatershed delineation will vary in size to align with modeling objectives and methodology in different portions of the model. Subwatersheds contributing to the open channel / stream system will be defined to reflect flows to each major hydraulic reach. USGS Regression Equations will be used to determine hydrology for the major hydraulic reaches. Subwatersheds contributing to the closed pipe system may be defined in greater detail as needed to quantify flows to individual storm sewer trunk lines or outfalls (see Section 4.1).

Existing conditions watershed characteristics will be defined for each subwatershed based on aerial photos, GIS layers and land use data, and base maps supplied by the Owner. Hydrologic inputs will include: subwatershed area, curve number (based on land use/zoning), time of concentration, NRCS soil types, and flow routing characteristics. Storms to be evaluated include the 100-year 24-hour storm and two smaller, more frequent storm events (e.g., 2-year storm and 10-year storm). Rainfall depths for design storms will be based on NOAA Atlas 14 data. Additionally, up to two historical rain events may be simulated for model verification purposes and comparison to performance observations shared by the Owner (if available).

4.3 – Hydraulic Modeling

Hydraulic modeling will be performed to evaluate hydraulic flows within the City's MS4 drainage system and their contributions to water quality issues such as scouring. Hydraulic modeling of the stream system will be performed in HEC-RAS, while the closed system will be simulated in a SWMM-based model platform.

The primary focus of the closed system hydraulic model will be to quantify discharges to the open channel system that may be contributing to downstream water quality issues. The closed system model is not intended to be used to evaluate hydraulic capacity shortfalls or surface flooding. The closed pipe system model will be developed based on importing drainage infrastructure data from the City's GIS database, as updated in Task 3. Consistent with the GIS database, this model will be limited to pipe diameters of 24 inches and larger. Open channels along major trunk lines within the pipe network will also be represented based on survey or LiDAR data. The level of detail for this model may vary by location depending on modeling objectives and priority areas identified by the Owner. Each closed pipe network will culminate in an outfall to the open channel / stream system.

The stream system hydraulic model will focus on stream segments within the City's MS4, with an emphasis on priority areas identified by Owner. Open channels will be represented in the model using cross section data collected in Task 2, including FEMA cross sections (if determined to be sufficient), or supplementary survey data. Outfall hydrographs from the closed system model will serve as inputs to the open channel system model.

4.4 – Model Simulation and Validation

Engineer will validate the existing conditions models prior to beginning subsequent modeling and planning efforts. Engineer will seek Owner input regarding historic rainfall events for which drainage system performance observations are available (e.g., anecdotal observations, measurements, or stream gauge data). Engineer will select up to two events and collect historical rainfall corresponding to those events to be simulated in the model. Drainage system performance in the model for those events will be reviewed to determine if it is consistent with performance

observations or measurements. Limited adjustments may be made to model inputs to better approximate real-world observations.

4.5 – Identification of Issues to be Addressed

In this task, the validated models will be simulated for the selected wet weather events to evaluate system flows contributing to water quality issues. This analysis may be staggered for different drainage subsystems as needed to expedite the evaluation of priority areas identified by Owner.

Hydraulic results from design storms will be reviewed at the drainage issue locations identified by Owner with field observations to assess potential factors and flow characteristics contributing to water quality issues. A broader review of model results will then be performed to identify similar factors that could lead to similar issues at other locations.

Engineer will meet with Owner to discuss identified issues and potential contributing factors. A key goal of the discussion will be to select which issues should be prioritized for the development of conceptual solutions. Considerations include the severity of the issue, its proximity to nearby issues, and the potential impacts on MS4 compliance and public safety. The discussion will also include potential types of solutions to be evaluated. Examples include detention or green infrastructure within upstream urbanized areas to reduce flows to stream channels, stream bank stabilization or erosion control improvements, and gray infrastructure improvements.

4.6 – Hydraulic Analysis of Stormwater Improvements

Engineer will utilize the hydraulic models as a tool for evaluating conceptual solutions to the issues selected in the previous task. Upstream solutions such as detention or green infrastructure will be evaluated within the closed system model. Additional in-stream improvements may be incorporated into the stream system model. Alternatives will initially be sized based on a high-level review of site constraints (such as maximizing detention within space available) and then finetuned in the model to hit defined goals or thresholds such as reduced flows and velocities. After accounting for upstream and in-stream improvements, the stream

model will be simulated to evaluate cumulative benefits to stream flow characteristics and water quality issues.

4.7 - Deliverables

Engineer will provide a digital copy of the models to Owner as part of the Project final deliverables.

Task 5 – Stormwater Master Plan

5.1 – Definition of Conceptual Stormwater Projects

In this task, Engineer will further define and optimize potential stormwater improvements prior to developing costs and performing prioritization. Improvements may include those evaluated hydraulically in Task 4 and additional related projects to address water quality issues that did not require hydraulic analysis (for example sediment removal). Each project will be evaluated to identify supporting infrastructure needs, refine siting and sizing, and identify permitting requirements. Engineer will meet with Owner to review preliminary project concepts and identify further refinements needed to enhance MS4 compliance, resiliency, or stack objectives with asset management needs. Owner comments will be incorporated and reflected in subsequent SWMP tasks below.

5.2 - Preliminary Opinion of Probable Construction Costs (OPCC)

A budget (planning level) OPCC will be computed for potential improvements using recent bid tab information of similar projects and input on the local bid climate from Owner staff. Recent bid tab information, including prices and items as necessary, will be provided to the Engineer by Owner. Engineer will also use its own library of cost data for creation of OPCCs. Preliminary budget costs for improvements will include, at a minimum, the following elements: storm drainage improvements, channel stabilization materials, grading, necessary street improvements/replacements, floodplain benching, water and sewer utility relocations, erosion and sediment control measures, traffic control measures, miscellaneous items (e.g., fencing, walls, etc.), environmental mitigation costs, and easement acquisition estimates as appropriate.

5.3 - Prioritize Projects

Engineer will work with Owner to develop a prioritization protocol customized to Owner's priorities. Engineer will provide Owner with initial scoring factors for consideration based on scoring protocols used in other master planning efforts and will collaborate with Owner to refine and establish a draft protocol. Once the draft protocol is accepted by Owner, Engineer will score proposed alternatives. Engineer will meet with Owner staff to present OPCCs and prioritization, identify adjustments necessary to the prioritization protocol, if any, and address other comments or questions Owner may have regarding the OPCC and prioritization.

5.4 - Draft Stormwater Master Plan

The draft SWMP document will be developed to summarize key findings and recommendations from previous tasks. Contents will include the following:

- Executive summary;
- Results of asset management assessment, including prioritized list of assets to be addressed and recommendations for further investigation, repair / rehabilitation, or replacement;
- Prioritized stormwater project list, including a summary of project scoring based on benefits, as well as costs;
- Associated figures and mapping to illustrate findings and recommendations;
- Fact sheets (see below) to facilitate quick access to stormwater project information to support City CIP planning processes, including OPCCs, benefits, justification, and implementation considerations;
- Summary of efforts performed under previous tasks in support of the above recommendations, including data collection and data gap analysis, field survey, asset condition assessment, asset management system geodatabase development; and H&H model development and analyses.

Upon completion of the draft report, Engineer will submit three hard copies and one complete digital PDF of the report to Owner for review.

5.5 - Final Deliverables

Engineer will incorporate Owner comments into a final SWMP. The following items will constitute the final submittal:

1. Field survey data.
2. GIS Database Report, Statistical System Inventory Report, and CIP/Maintenance Program Report.
3. Complete system model with supporting documentation.
4. SWMP document: Two hard copies and one digital copy.

Task 6 - Stormwater Utility Fee Development

To assist Owner in establishing a basis for development of an appropriate and reasonable stormwater utility fee, Engineer will provide the services described in this paragraph.

6.1 - Establish Cost of Stormwater System Ownership

The total cost to own and maintain the City's MS4 stormwater system will be established to be used as a basis for developing proposed fee rates (in Task 6.2) by conducting the following subtasks:

1. Conduct an asset valuation based on information from the City's GIS database supplemented by field survey conducted under Task 2 of this project
2. Integrate the costs of capital projects recommended in the SWMP under Task 5 of this project
3. Evaluate the MS4 system asset maintenance costs
4. Estimate costs of MS4 permit compliance, including monitoring, reporting, stormwater management planning, etc.
5. Quantify administrative costs, including billing and accounting
6. Incorporate documentation and results of costs evaluation into the fee rate alternatives in Task 6.2

6.2 - Develop Fee Rate Alternatives

Up to three alternative fee rates will be developed for the Owner's review and consideration by conducting the following subtasks:

1. In developing the alternatives, both a flat fee and a tiered fee structure will be considered to balance administrative burden and customer affordability and equity
2. The costs of each alternative for various customer types (i.e., single family residential, multi-family residential, commercial/industrial, government) will be calculated to demonstrate the potential fee revenues
3. Options for ratepayers to acquire discounts (i.e., credit for stormwater BMPs, low-income discount, etc.) will be proposed

A draft technical memorandum will be prepared to summarize the analysis, assumptions, and recommended alternatives for the Owner's review. Comments will be incorporated into a final version of the technical memorandum.

6.3 - Support the City in Implementing the Stormwater Utility Fee

Assistance will be provided to help the Owner in implementing the Stormwater Utility Fee through consulting services limited to the budgeted hours. Support from Engineer will include general support, i.e., phone calls, question and answer sessions, etc. Owner will perform the following services:

1. Develop target audiences and materials for early stakeholder outreach.
2. Prepare documents to advertise draft fee for public comment.
3. Review and respond to public comments regarding the draft fee.
4. Prepare for and host public comment sessions.

Task 7- Asset Management/Work Order Platform

To assist Owner in determining the appropriate asset management platform for the City, Engineer will provide the services described in this paragraph.

7.1 - Criteria Evaluation Workshop

The purpose of the Evaluation Criteria Workshop will be to discuss and establish goals and objectives, constraints, and evaluation criteria for the asset management platforms so the team can agree on which criteria are most important and how they should be weighted relative to one another. The results of the workshop will be used

by the team to guide Owner’s decision making. The workshop is expected to involve representatives from Owner’s staff who can give input regarding current process, goals of the platform, etc.

7.2 - Asset Management Platform Evaluation

Two asset management software systems will be evaluated and compared, including advantages, disadvantages, cost, ease of use, and other criteria developed during the Criteria Evaluation Workshop. This will be done using a weighted matrix format, allowing options to be ranked per the evaluation criteria.

7.3. Coordinate Product Demonstrations/Presentations

After the evaluation matrix has been completed, Engineer will coordinate with the two highest scoring companies to schedule an in-person demonstration and/or presentation with City staff. Assistance will be provided to help the Owner in making a final determination regarding the best fit for the City.

II. Schedule

Engineer will commit the resources necessary to complete the scope of services described herein in a timely manner and in accordance with the projected milestone schedule presented in Table II-1.

Table II-1: Projected Milestone Schedule

Phase I Task/Activity	Completion Date
Task 1 - Project Planning & Initiation	October2023
Task 2 - Data Collection/Survey	February 2024
Task 3 – Condition Assessment & GIS Audit*	May 2024
Task 4 – Hydrologic & Hydraulic Modeling	September 2024
Task 5 – Stormwater Master Plan	February 2025
Task 6 - Stormwater Utility Fee Development	July 2025
Task 7 – Asset Management/Work Order Platform	October 2024

* Condition assessment schedule to be re-evaluated as project progresses.

Upon receipt of an executed agreement and notice to proceed, Engineer will prepare a Project Execution Plan that will include a detailed schedule of the tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner and periodic updates as the Project progresses.

III. Compensation

Engineer will complete the Scope of Services described herein for compensation calculated on a “time and materials” basis up to a maximum not-to-exceed amount of \$502,000.00. The distribution of the proposed compensation by Project task is presented in Table III-1.

A compensation schedule with hourly rates for Engineer’s personnel by classification is included in Exhibit C of the Agreement. Reimbursable expenses will be itemized and invoiced directly with no mark-up. In the event Owner requests additional services beyond those included in this document, Engineer will provide a written proposal and amendment request. Engineer will proceed with additional services only after receipt of written authorization from Owner.

Table III-1: Compensation Summary by Project Task

Description	Compensation
Task 1 – Project Management, Meetings and Coordination	\$74,000
Task 2 – Data Collection/Survey	\$53,000
Task 3 – Condition Assessment and GIS Audit	\$28,000
Task 4 – Hydrologic and Hydraulic Modeling	\$122,000
Task 5 – Stormwater Master Plan	\$105,000
Task 6 – Stormwater Utility Fee Development	\$85,000
Task 7 – Asset Management/Work Order Platform	\$13,000
Estimated Reimbursable Expenses	\$22,000
Total Not-to-Exceed Compensation	\$502,000



MEMORANDUM

TO: Ben Burchfield, Public Works Director

FROM: April Johnston, Street Superintendent

DATE: August 22, 2023

SUBJECT: North Jackson Street Repairs

It was brought to Public Work's attention that North Jackson Street directly in front of City Hall was beginning to experience asphalt failures. I inspected the area and determined that longitudinal cracking was beginning to reveal a subgrade issue from the roadway surface extending behind the concrete curb. The edge of roadway has settled significantly, and safety barrels were placed to keep vehicles off the area until further investigation could occur.

I contacted Gresham Smith Engineering firm to visit the site and requested they provide a proposal for engineering services to investigate the cause of the failure. The section abuts Norfolk Southern railroad right of way and is approximately 250 linear feet by 12 feet wide. The subgrade failures have progressed to the point that they need immediate reconstructive efforts. Gresham Smith has provided a proposal to collect field survey data, design stabilization of the roadway section, and include geotechnical services for the roadway. This will provide the data needed to fully assess subsurface soil conditions and identify the cause of the subsidence issues. Based on these findings, they will provide construction bid documents for the remediation project.

This choice to bid the work is due to the amount of excavation and compaction that will be needed for this project, which extends beyond Public Works ability to complete with regards to type and amount of equipment and manpower. Construction will need to commence and finish quickly so as not to cause more damage to the sub-surface of the roadway which could result in a slip or fallout which could adversely impact adjacent rail operations.

Currently, Street Maintenance has shored up the cracked and depressions to temporarily stabilize and seal the section of shoulder and roadway to prevent further loss. This is only a temporary fix to get us through the fall and winter. Please see attached proposal from Gresham Smith for engineering services for this Capital Improvement Project. The proposal includes all necessary investigation, design, and bidding services for a not-to-exceed stipulated sum of \$50,855.00. We request Council approve the proposal with the understanding that once final plans have been reviewed and accepted by the Public Works Department, it is our intent to solicit bids for construction, bring a recommendation to award to Council for approval, and move swiftly to construction in spring or summer 2024.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of January 3, 2023 (Effective Date) between City of Athens (OWNER) and GRESHAM SMITH (ENGINEER). OWNER's Project (OWNER may or may not be the property owner), of which ENGINEER's services under this Agreement are a part, is generally identified as follows: City of Athens N. Jackson Rd Repair (Project) located at N. Jackson Street (Site). ENGINEER's services for this Project are described as follows: See attached EXHIBIT A Scope of Work. OWNER and ENGINEER further agree as follows:

ARTICLE 1 – ENGINEER'S SERVICES

ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 Owner shall:

A. Provide ENGINEER with OWNER's requirements, criteria and information for the Project; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable; and furnish any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the site..

B. Furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Depending on the scope of the Project, such additional information or data may or may not generally include the following: (1) property descriptions; (2) zoning, deed, and other land use restrictions; (3) property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points; (4) explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof; (5) environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas; (6) data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto; (7) any surveys will be provided in hard copy in addition to digital format.

C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any Constituent of Concern or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

D. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A of the Agreement as required.

E. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

F. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.

G. To the extent not provided by OWNER, provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

H. Provide all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the OWNER's needs and interests.

I. Advise ENGINEER of the identity and scope of services of independent consultants employed by OWNER and coordinate the services of such consultants with those services provided by ENGINEER.

J. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.

K. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

L. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an Exhibit hereto that is to be mutually agreed upon and made a part of this Agreement before such services begin.

M. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

O. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.

P. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 General

A. ENGINEER shall complete its obligations within a reasonable time. If specific periods of time for rendering services or specific dates by which services are to be completed are set forth in Exhibit A. In providing such periods of time, it is recognized that Engineer has no control over the meeting/review times or schedules of the Owner or authorities having jurisdiction over the Project. The project duration is based on Engineer's reasonable professional judgment and experience and does not in any way whatsoever constitute a warranty, express or implied, that the provided periods of time will not vary from the Owner's expected schedule or from any additional project schedules prepared by Engineer or others as the project progresses. Any construction activity timing or scheduling provided by Engineer is provided only for planning information and will be superseded by a detailed construction schedule(s) provided by the Contractor at a later date.

B. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – ENGINEER'S COMPENSATION

4.01 Methods of Payment for Services and Reimbursable Expenses - OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A.

4.02 Other Provisions Regarding Compensation

A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Attachment 1 Article IV, Section 2.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination. In the event of:

1. any termination, ENGINEER will be entitled to invoice and be paid by OWNER in accordance with Exhibit A for all services performed and all Reimbursable Expenses incurred through the effective date of termination.

2. by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit A.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Construction Cost - ENGINEER's opinions of probable construction cost are to be made on

the basis of ENGINEER's experience and qualifications and using construction cost data provided by OWNER, and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If Owner requires greater assurance as to probable construction cost, Owner must employ an independent cost estimator.

5.02 *Intentionally omitted*

5.03 Opinions of Total Project Costs - ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, time and location. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. Technical Accuracy. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. Consultants. ENGINEER may employ such consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

D. Right to rely. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such documentation in performing or furnishing services under this Agreement.

E. Reliance on Others. Subject to the standard of care set forth herein, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

F. Compliance with Laws and Regulations. ENGINEER and OWNER shall comply with applicable laws or regulations. ENGINEER shall comply with

OWNER-mandated standards, subject to the standard of care set forth herein and to the extent compliance is not inconsistent with professional practice requirements. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

G. Certifications. ENGINEER shall not be required to sign any documents that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. *Intentionally Omitted*

I. Contractor's Means and Methods. ENGINEER shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

J. Contractor's Performance and Actions. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. ENGINEER shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their employees or of any other persons (except ENGINEER's own agents, employees, and consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by ENGINEER.

K. Site Safety. While at the Site, ENGINEER's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which ENGINEER has been informed in writing.

6.02 Authorized Project Representatives - ENGINEER and OWNER shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party so as to not delay ENGINEER's services.

6.03 Design Without Construction Phase Services - ENGINEER shall be responsible only for those construction phase services expressly required of

ENGINEER in Exhibit A. With the exception of such expressly required services, ENGINEER shall have no design, shop drawing review, or other obligations during construction and OWNER waives all claims against the ENGINEER that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required in Exhibit A

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER and its consultants shall retain an ownership and property interest therein (including copyright and right of reuse) whether or not the Project is completed.

B. Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER or its consultants. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER are only for convenience. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in an Electronic Data Protocol Exhibit attached hereto

C. The party receiving electronic files agrees that it will perform acceptance tests or procedures within 3 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 3-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. If OWNER and ENGINEER intend to transmit the Materials or any other information or documentation in digital form during the design and/or construction phases of the Project, OWNER and ENGINEER agree to use ENGINEER's digital document management software system (Newforma-Infoexchange) to which ENGINEER shall provide OWNER and the contractor access. Should OWNER not agree to use ENGINEER's document management software or, at the request of the contractor, OWNER directs ENGINEER to use a different such software for transmission and management of construction phase documentation, ENGINEER's fees and time schedules shall be equitably adjusted. The protocols governing such transmissions, shall be as set forth in OE 300, Electronic Data Protocol Exhibit. Provided that Materials or other documentation is transmitted in digital form during the project design and construction phases, then ENGINEER will provide access to Newforma

document management software. ENGINEER's fee is based on the use of the Newforma software.

F. OWNER acknowledges that: (1) such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, employees, and consultants.

G. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance.

A.

ENGINEER shall maintain insurance coverage as follows:

1. WORKERS' COMPENSATION insurance in amounts required by state law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident/each disease/policy limit on disease.
2. COMMERCIAL GENERAL LIABILITY insurance with \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. COMMERCIAL AUTOMOBILE LIABILITY insurance with \$1,000,000 combined single limit each accident.
4. PROFESSIONAL LIABILITY insurance with \$1,000,000 each claim and \$1,000,000 annual aggregate.

B. ENGINEER shall cause OWNER to be listed as an additional insured on ENGINEER's Commercial General and Automobile Liability Insurance. ENGINEER shall provide Certificates of Insurance evidencing coverage and additional insureds designation as applicable prior to commencement of services.

C. OWNER shall cause ENGINEER and its Consultants to be listed as additional insureds on the general liability policies and as loss payees on the property insurance policies carried by OWNER which are applicable to the Project and shall deliver Certificates of Insurance evidencing coverage and additional insureds designation to ENGINEER.

D. OWNER shall require Contractor to purchase and maintain general liability insurance and other insurance as specified in the Contract Documents and to cause ENGINEER and its consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that

ENGINEER's and its consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against ENGINEER or its consultants, or any insureds, additional insureds, or loss payees thereunder.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. for cause,
 - a. By either party upon 30 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.
 - b. By ENGINEER:
 - 1) upon seven days written notice if OWNER demands that ENGINEER furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) ENGINEER shall have no liability to OWNER on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. for convenience, by OWNER effective upon ENGINEER's receipt of notice from OWNER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Lien Rights - Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish any requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights. Evaluation, notice and enforcement of lien rights shall be determined at the Engineer's discretion.

6.08 Controlling Law - This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.09 Dispute Resolution

A. For all conflicts arising out of this Agreement or the Project, OWNER and ENGINEER agree to negotiate disputes between them in good faith for a period of 30 days after notice.

B. OWNER and ENGINEER agree that any disputes not settled between them shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and shall include a list of no less than three nor more than six names, addresses and qualifications of industry-experienced mediators which the filing party will accept to conduct the mediation. Mediation shall proceed in advance of legal or equitable proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If such mediation is unsuccessful in resolving a dispute, then either party may seek to have the dispute resolved by a court of competent jurisdiction. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.

D. Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time this Agreement was executed, but in any case not more than 10 years after the date of Substantial Completion of the Work. Owner and Engineer waive all claims and causes of action not commenced in accordance with this Paragraph 6.08 D.

6.10 Environmental Condition of Site

A. OWNER has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location and represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing exist at the Site.

B. If ENGINEER encounters or learns of an undisclosed Constituent of Concern at the Site, then ENGINEER shall notify (1) OWNER and (2) appropriate governmental officials if ENGINEER reasonably

concludes that doing so is required by applicable laws or regulations.

D. Both parties acknowledge that ENGINEER's scope of services does not include any services related to Constituents of Concern. If an undisclosed Constituent of Concern is encountered, or if investigative, remedial action or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable laws and regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause.

F. Owner acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in CERCLA, as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification.

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER and OWNER's officers, directors, members, partners, consultants, and employees from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, or consultants in the performance services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court costs) to the extent caused by the OWNER or OWNER's officers, directors, partners, employees, consultants or contractors with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of

the party and in part by the negligence of the other party or any other negligent contributor, shall not exceed the percentage share that the party's negligence bears to the total negligence of all negligent contributors.

4. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and consultants from and against all claims, costs, losses, and damages, including but not limited to reasonable fees and charges of all professionals, and all court costs, (collectively Claim) caused by, arising out of or resulting from a Constituent of Concern, provided that (1) any such Claim is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Mutual Waiver. To the fullest extent permitted by law, OWNER and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

C. Limitation of Liability. In recognition of the relative risk of benefits of the project to both OWNER and ENGINEER, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and its consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims expenses from any cause or causes, so that the total aggregate liability of ENGINEER and its consultants to all those named shall not exceed ENGINEER's total compensation for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

D. Premium Cost. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the OWNER; then the OWNER will pay for this entire item just as if it had been included in the original Contract Documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the ENGINEER will pay the premium cost to have this item corrected or included, while the OWNER will pay the value of the item as if it had been included in the original Contract Documents. If such premium cost falls within two percent (2%) of the defined construction cost, then such cost shall be the responsibility of the OWNER.

6.12 Successors, Assigns and Beneficiaries.

A. The OWNER and ENGINEER, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.

B. Neither the OWNER nor ENGINEER shall assign this Agreement without the written consent of the other.

C. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER.

6.13 Miscellaneous Provisions

A. Notices. Notices will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival and Severability. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason. Should any provisions of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed void and all remaining provisions shall continue in force. Further, such provision so determined shall be amended by the parties hereto so as to make it valid, legal and enforceable, but keeping it close to the original meaning as possible.

C. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

D. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

E. Photographic or Artistic Representations. Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. Engineer shall be given reasonable access to the completed Project to make such representations. However, Engineer's material shall not include Owner's confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by Owner to be confidential or proprietary. Owner shall provide professional credit for Engineer in Owner's promotional materials for the Project.

6.14 Definitions

A. Constituent of Concern. Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (CERCLA);

(b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (RCRA); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Contract Documents. Those items so designated in the construction contract, including the drawings, specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the construction contract are Contract Documents. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

C. Contractor – The entity or individual with which Owner has entered into a construction contract.

D. Documents. Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

E. *Intentionally deleted.*

F. Total Project Costs. The sum of the construction cost, allowances for contingencies, and the total costs of services of Engineer and all design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

G. Work. The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 7 – SCOPE OF THIS AGREEMENT

7.01 Total Agreement - This Agreement and the Exhibits and Attachments thereto represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

7.02 The Exhibits and Attachments to this Agreement include:

Exhibit A – Engineer’s Scope, Schedule and Compensation of Services (Basic and Additional Services).

ATTACHED

IN WITNESS WHEREOF, OWNER and ENGINEER have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written herein.

OWNER: City of Athens

Designated Representative (6.02)

By: _____

Name: _____

Name/Title: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Address for Giving Notices:

ENGINEER: GRESHAM SMITH

Designated Representative (6.02)

By: _____

Name: Patrick Fiveash

Name/Title: Principal

Title: Project Manager

Date: _____

Phone: 865-299-6130

Email: patrick.fiveash@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308

EXHIBIT A – ENGINEER’S SERVICES

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

PART 1 – SERVICES. Engineer’s Services shall include the following:

See attached Scope of Work

PART 2 – SCHEDULE. Schedule for Engineer’s Services shall be:

See attached Scope of Work

PART 3 – COMPENSATION. Engineer’s compensation shall be:

☒ If checked, a Lump Sum method of payment for Engineer’s services shall apply to all parts of a work scope where Engineer’s tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The Owner shall make monthly payments within 30 days of date of invoice based on the percentage of completion of the services. Lump sum amount is \$50,855.00

☐ If checked, an Hourly Rate method of payment for Engineer’s services shall apply to all or parts of a work scope where Engineer’s tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, Engineer shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by Engineer to Owner upon request. The Owner shall make monthly payments within 30 days of the invoice date based on the amount of work completed. Engineer’s hourly rates are as follows:

Project Role	Hourly Rate
Principal	\$225.00
Project Mgr	\$210.00
Senior Engineer	\$150.00
Sr. Engineer	\$185.00
Utility Leader	\$200.00
Project Eng	\$135.00
Designer	\$120.00
Inspector	\$110.00
Asst PM	\$135.00
Graphic Designer	\$110.00

PART 4 – ADDITIONAL SERVICES. Engineer’s Additional Services shall include the following:

See Scope of Work

Additional services shall be performed on an Hourly Rate method of payment for Engineer 's services shall apply to all or parts of a work scope where Engineer 's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, Engineer shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by Engineer to Owner upon request. The Owner shall make monthly payments within 30 days of the invoice date based on the amount of work completed. Engineer's hourly rates are as follows:

N/A.

EXHIBIT A

Scope of Work

N. Jackson Street, Athens TN

LOCATION & DESCRIPTION

The subject site includes a portion of N. Jackson Street generally located between the Athens Municipal Building and the Rail Road. Representatives of Gresham Smith and GeoServices met with representatives of the Athens Public works department to observe and discuss the apparent failure of the road bed. Based on visual inspection it appears the embankment for the road is consolidating considerably leading to the cracking and settling of the riding surface. The project limits established in the field encompass the area where the consolidation of material is visible on the riding surface and reaches generally from Knoxville Ave to the South and extends to the intersection with Georgia Ave to the north, including a short section of Georgia Ave. All observed settling was along the Western side of the roadway and contained within the limits of the Southbound Lane.

The following scope of services is based on our discussions in the field. Please review the scope items and do not hesitate to contact us to discuss any tasks that need to be clarified. Several tasks are specific in responsibilities that belong to Gresham Smith and also support that is expected from city staff.

Understanding and Approach

The most substantial settling of the roadway is in areas where the edge of pavement is closest to the top of the embankment adjacent to the railroad property. Our Geos representative noted that it is common to see issues at the edges of embankments due to the difficulty to get proper compaction and general poor means and methods placing fills in these areas.

All in attendance noticed and agreed that the Southbound lane is overly wide in the area of the most notable failure and could be reconfigured to relocate the western curb line away from the edge of the embankment. The proposed limits of the project are tangent sections of road that have a standard 12' lane southbound. Our anticipated plan for the roadway is to hold the existing double yellow striped center line and offset that alignment 12' to establish the western Edge of pavement. This realignment of the western edge will help to move away from the most problematic area at the top of the slope and also to focus our subgrade repair on a more manageable area.

Field data collection: Fee \$ 6,390.00

We are limiting the data collection for this project to topographic information only using GPS equipment. Based on conversation in the field we anticipate all work on this project will be performed inside the existing ROW and that any work on, disturbance of, or access to the adjacent railroad property will be coordinated by the City of Athens. If the city would prefer a full survey performed by a Registered Land Surveyor (RLS) we can request a scope of fee from one of our many teaming partners in the Knoxville or Chattanooga area.

1. Topographic Data Collection
2. Data Processing
3. Review of plans provided by City

Preliminary Design Services: Fee \$14,400.00

1. Roadway layout
2. Preliminary drainage
3. Traffic Control concept
4. Plan production
5. Utility coordination
6. Assist Geotech investigation
7. City coordination and review

Construction Design Services Fee \$14,805.00

1. Finalize roadway layout
2. Finalize drainage
3. Tabulated quantities
4. Estimated quantities
5. EPSC plan
6. Sign and striping
7. Final Traffic control plan
8. Plan production
9. City coordination and review

Bidding Services Fee \$7,410.00

1. Bid documents
2. Project specifications using current TDOT specifications and City guidance
3. Assistance answering Requests For Information (RFIs) during bidding.
4. Final bid concurrence

Geotech Services Fee \$7850.00

1. See attached scope

TOTAL FEE: \$50,855.00

CITY TO PROVIDE:

1. Railroad plans for existing ROW
2. Railroad coordination
3. GIS Data
4. Traffic Control for field data collection

SERVICES NOT INCLUDED IN THE SCOPE OF WORK

The following items are not anticipated to be required at this time and are therefore specifically excluded from the scope. These services may be added at the CLIENT'S request as an extra service.

5. ROW acquisitions, negotiations, or easements.
6. Railroad coordination
7. Wayfinding Sign Design and location (Where signage is attached to existing poles)
8. Landscaping.
9. Permit fees, any application fees or mitigation plans.
10. Public Meetings not specifically referenced in the scope
11. Pre-bid meeting
12. Utility design
13. Signal design (controller, detection, software, timing, etc.)

DELIVERABLES

Gresham Smith will provide the respective project phase submittal documents as detailed below in electronic format via the Newforma File Management System.

1. Final Construction Plans
 - o Sealed PDF plan sheets
 - o Construction Plan Cost Estimate
 - o Project Specifications (TDOT Standards)
 - o Bid documents

Additional required services outside the limits of the scope detailed above may be supplemented later.



December 22, 2022

Gresham Smith
2095 Lakeside Centre Way, Suite 120
Knoxville, TN 37922

Attention: Mr. Patrick J. Fiveash, P.E., CPESC
Patrick.Fiveash@greshamsmith.com

Subject: **PROPOSAL FOR GEOTECHNICAL EXPLORATION AND DESIGN SERVICES**
N. Jackson Street Roadway Improvements
Athens, Tennessee
GEOServices Proposal No. 14-22643

Dear Mr. Fiveash:

GEOServices, LLC appreciates the opportunity to provide you with our proposal for geotechnical exploration and design services for the proposed improvements to N. Jackson Street located in Athens, Tennessee. The following proposal outlines our understanding of the project requirements based on our recent site visit and the subsequent conversations. This proposal provides a general description of the project, the associated costs, and the proposed schedule. In addition, we have attached our Agreement for Services that establishes contractual arrangements. This attachment should be completed and forwarded to our office.

PROJECT DESCRIPTION

GEOServices traveled to the site on November 30, 2022, to observe the distress within the eastern drive lane and shoulder area of N. Jackson Street in Athens, Tennessee. Based on our conversations, we understand the southern shoulder of N. Jackson Street has experienced distress for some time. N. Jackson Street in this area is located at the crest of a slope which measures approximately 30 feet in height at the highest point. The slope separates the railroad tracks below from the roadway. The roadway distress currently exists as longitudinal cracks that run parallel to the traffic on North Jackson Street. We understand that proposed plans include removing the shoulder and shifting the roadway to the north away from the crest of the slope. We have been asked to perform a geotechnical exploration to determine the general subsurface conditions and provide remedial recommendations for the slope/roadway as necessary.

GEOTECHNICAL SERVICES

We propose to explore the site subsurface conditions with three (3) borings. Two of the borings will be performed at the crest of the existing slope and one boring will be performed at the toe of the slope. The two borings located at the crest of the slope will be extended to a depth of 40 feet, or to auger refusal, whichever occurs first. The boring located at the toe of the slope will be extended to a depth of 25 feet, or to auger refusal, whichever occurs first. The maximum total drilling footage is estimated as 105 linear feet. Standard penetration resistance tests (SPT) will be performed at 2.5 feet intervals in the upper 10 feet and then at 5 feet intervals to the termination depth. Additionally, rock coring will not be included as part of this exploration. The borings will be backfilled with soil cuttings prior to leaving the site.

All soil samples will be returned to our laboratory where they will be reviewed by a member of our professional staff to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples will include natural moisture content determinations, Atterberg limits tests and unconfined compressive strength testing.

Our services will culminate with a written preliminary report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide the following:

- All field data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and documented in the report.
- All soil shall be classified based on field data, laboratory tests, and other standard test methods by the Geotechnical Engineer of record. Including a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- Boring logs showing vertical sections of each boring plotted and graphically presented showing boring number.
- A description of the existing surface conditions and summary of the subsurface conditions.
- The visual classification of soils according to the Unified Soil Classification System and identified with the appropriate letter symbol for all soil strata identified in the boring logs.
- The soil nature and origin, including changes resulting from man's activities and stream erosion/deposition.
- Recommendations for soil related construction conditions such as site preparation, fill construction, excavation slopes and ground water control.
- Earthwork construction criteria, including the suitability of cut soils for reuse as fill, subgrade inspection and stabilization and fill compaction criteria.

- Pavement recommendations for flexible pavement types.
- Unsatisfactory soil conditions and recommended remedial measures.
- Anticipated difficult excavation conditions (if encountered).
- Recommendations for subgrade remediation (if required).
- Recommendations for slope stabilization (if required).

FEES

Based on the scope of services described above, the cost to perform the geotechnical exploration will be as follows:

1)	Traffic Control (1 day)	\$2,000
2)	Field Exploration (105 ft with ATV rig)	\$3,000
3)	Laboratory Testing	\$ 350
4)	Engineering Services	<u>\$2,500</u>
Total		\$7,850

Should additional drilling be requested, we can perform this drilling at a cost of \$17/foot as long as an extra mobilization is not necessary. Traffic control is provided for the drilling process, however, if the City is willing to provide the traffic control that cost can be removed. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

PROJECT SCHEDULE

Based on our current schedule, we are prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed, with mobilization to the project site within approximately two to three weeks. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. Tennessee One Call will provide location of public utilities; any private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in one working day. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface report will be submitted approximately seven to ten working days after the completion of the field exploration (to allow for lab testing completion).

WORK AUTHORIZATION

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services, which are not compatible with purchase order agreements.

GEOServices sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us.

Sincerely,
GEOServices, LLC



Tayler J. Day, P.E.
Senior Engineer



Derek K. Kilday, P.E.
V.P. – Chattanooga Area Manager

Attachments: Figure 1 – Proposed Boring Location Plan
Agreement for Services Form

RESOLUTION NO. 2023-27

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE,
TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS'
PROPERTY CONSERVATION MATCHING GRANT PROGRAM.**

WHEREAS, the citizens of the City of Athens have entrusted this administration with the care and custody of city-owned property; and,

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Athens; and,

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation Matching Program; and,

WHEREAS, the City of Athens now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Athens, Tennessee, as follows:

That the recitals above are true and accurate and form a part of this Resolution; and

That meeting in regular session this 19th day of September, 2023, the Mayor and City Manager are hereby authorized, empowered, and directed to submit a grant application for the Property Conservation Matching Grant Program through the Loss Control Department of Public Entity Partners.

BE IT FURTHER RESOLVED that upon award of the grant, the Mayor and City Manager are hereby authorized to enter into an agreement and execute documents for the acceptance of this grant on behalf of the City of Athens and provide a matching sum for any monies provided by this grant.

ON MOTION BY _____, **SECONDED BY**
_____, said Resolution was approved by roll call vote.

STEVEN S. SHERLIN, Mayor

DEB WALLACE, City Manager

APPROVED AS TO FORM:

WILLIAM A. BUCKLEY, JR, City Attorney



**Grand Master Contreras'
Martial Arts Academy**

505 Decatur Pike
Athens, TN 37303

August 30, 2023

Ms. Deb Wallace
815 N. Jackson St.
Athens, TN 37303

Dear Ms. Wallace:

Thank you for the opportunity to make my request to you & the members of the Athens City Council. I regret that I am unable to attend the scheduled meeting on September 11, but that is the day my mother is flying home & I will not be back in Athens in time.

I request permission to continue to use the gymnasium at the facility that was Westside Elementary School for my Taekwondo school's rank testings & award ceremonies. For approximately 15 years, I have been allowed to do so & have always had both the permission & appreciation of the school's principals, administrators, PE teachers, & maintenance staff. We have always kept the parking lot, the restrooms, & the gymnasium clean & orderly, often leaving them better than we found them. Additionally, I have the facility listed on my liability insurance. I have never had a complaint from anyone about my use of the gymnasium.

I have rank testings & the subsequent award ceremonies six times each year can provide the dates that I will need the gym months ahead of time (12 days in total). I am easy to communicate with & will be flexible if there is a reasonable conflict with anyone else's scheduled activities. I will provide my contact information to anyone who needs it & assure you that I will continue to maintain the facility to the same standards as I have in the past.

Sincerely,

Moises Contreras
Owner, Athens Martial Arts

RESOLUTION NO. 2023-28

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE,
TO PARTICIPATE IN THE TENNESSEE OPIOID ABATEMENT GRANT.**

WHEREAS, the Tennessee Opioid Abatement Council (OAC) is requesting proposals for Community Grants from organizations located in Tennessee to implement opioid abatement remediation strategies. These strategies include Primary Prevention, Harm Reduction, Treatment, Recovery Support, Education & Training for Research, or Evaluation of Abatement Strategy Efficacy people living within Tennessee; and,

WHEREAS, Community Grants made from this Announcement of Funding (AOF) are fully funded from the Tennessee Opioid Abatement Trust Fund. Tennessee Code Annotated, § 33-11-103(p) states that 65% of the Trust Fund shall be disbursed for statewide, regional, or local opioid abatement and remediation purposes; and,

WHEREAS, the no match grant funds will be used to deliver services to individuals and communities in Tennessee which focus on Primary Prevention, Harm Reduction, Treatment, Recovery Support, Education/ Training or Research or Evaluation of Abatement Strategy Efficacy; and,

WHEREAS, the City of Athens now seeks to participate in this Opioid Abatement Council Community Grants.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Athens, Tennessee, as follows:

That the recitals above are true and accurate and form a part of this Resolution; and

That meeting in regular session this 19th day of September, 2023, the Mayor and City Manager are hereby authorized, empowered, and directed to submit a grant application for the Property Conservation Matching Grant Program through the Loss Control Department of Public Entity Partners.

BE IT FURTHER RESOLVED that upon award of the grant, the Mayor and City Manager are hereby authorized to enter into an agreement and execute documents for the acceptance of this grant on behalf of the City of Athens and provide a matching sum for any monies provided by this grant.

ON MOTION BY _____, **SECONDED BY**
_____, said Resolution was approved by roll call vote.

STEVEN S. SHERLIN, Mayor

DEB WALLACE, City Manager

APPROVED AS TO FORM:

WILLIAM A. BUCKLEY, JR, City Attorney



OFFICE OF THE CITY MANAGER

September 18, 2023

To: City Council:

This memo outlines the New Business item of overseeing the old schools including Ingleside, North City, and Westside. Highlights follow:

- Tours were done Wednesday, Sept 13, 2023
- Deeds were recorded on Thursday, Sept 14, 2023, to transfer schools to City of Athens
- Utilities changed to City of Athens on Friday, Sept 15, 2023
- We have included the three schools in our insurance coverage through Public Entity Partners
- We are having buildings evaluated by Public Entity Partners to determine value of buildings
- We are arranging two additional commercial appraisals for the buildings
- The above steps are imperative as the Council methodically evaluates whether it is in the City's interest to retain, lease, or sell the buildings
- Portable classroom/Ingleside is in poor condition; working to sell it as surplus property
- Fire Department is taking care of fire alarm and security monitors
- Police, Fire, Community Development, Parks and Recreation, and Public Works are all coordinating to consistently monitor security of these buildings
- Building Inspectors are reviewing roofs
- Building Inspectors are reviewing outdoor lighting at Ingleside and Westside
- Parks and Recreation staff is inspecting all three playgrounds /Westside rotted bench/Westside mulch replenishment to fill holes on playground; monitoring trash around buildings
- Contractor set up to mow properties and trim bushes and weeds
- As we get further down the road, we will evaluate surplus and plan removal of all remaining furniture and equipment left by school system and provide Council a more detailed plan
- The use of the school buildings by outside organizations will be contingent on ensuring sites are safe and based on the City's decision to retain, lease or sell the buildings
- Any individual or organization with potential interest in using the facilities needs to submit written request to the city manager for review and approval by Council
- As we progress in this process, public notice will be provided to maintain fair and equitable opportunities for all

We will keep you updated as we navigate this process.

CLASS	TITLE	MIN	HRLY	MAX	HRLY	EXEMPT
4	ANIMAL SHELTER TECHNICIAN	34,511.00	16.592	51,766.00	24.888	No
4	PARK ASSISTANT	34,511.00	16.592	51,766.00	24.888	No
4	LIGHT EQUIP. OPERATOR	34,511.00	16.592	51,766.00	24.888	No
4	TRAFFIC MNT. WORKER	34,511.00	16.592	51,766.00	24.888	No
4	MOWER OPERATOR	34,511.00	16.592	51,766.00	24.888	No
5	MECHANIC	38,653.00	18.583	56,842.00	27.328	No
5	ACCOUNT CLERK	38,653.00	18.583	56,842.00	27.328	No
5	RECORD CLERK/POLICE	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./POLICE	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./FIRE	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./PUBLIC WORKS	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./PARKS REC	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./COMM. DEV.	38,653.00	18.583	56,842.00	27.328	No
5	PURCHASING SPECIALIST	38,653.00	18.583	56,842.00	27.328	No
5	PARK MNT. TECHNICIAN	38,653.00	18.583	56,842.00	27.328	No
5	ASST. REC. PROG. COORD	38,653.00	18.583	56,842.00	27.328	No
5	ANIMAL CONTROL OFFICER	38,653.00	18.583	56,842.00	27.328	No
5	ANIMAL SHELTER MANAGER	38,653.00	18.583	56,842.00	27.328	No
5f-t	FIREFIGHTER TRAINEE	38,663.00	13.769			No
5f	FIREFIGHTER	42,765.00	15.230	62,889.00	22.396	No
6	HEAVY EQUIP. OPERATOR	43,291.00	20.813	63,663.00	30.607	No
6	CODES ENF. OFFICER	43,291.00	20.813	63,663.00	30.607	No
6	HUMAN RESOURCE ASSIST.	43,291.00	20.813	63,663.00	30.607	No
6	EXECUTIVE ASSISTANT	43,291.00	20.813	63,663.00	30.607	No
6p-t	PATROL OFFICER TRAINEE	43,160.00	20.750			No
6p	EXECUTIVE OFFICER	46,800.00	22.500	63,663.00	30.607	No
6p	PATROL OFFICER	46,800.00	22.500	63,663.00	30.607	No
7	TRAFFIC/ST. CLEAN FOREMAN	48,486.00	23.311	71,302.00	34.280	No
7	ST. FOREMAN (MTN & CONST)	48,486.00	23.311	71,302.00	34.280	No
7	SANITATION COORDINATOR	48,486.00	23.311	71,302.00	34.280	No
7	PLANNER	48,486.00	23.311	71,302.00	34.280	No
7	PURCHASING ASSISTANT	48,486.00	23.311	71,302.00	34.280	No
7	ACCOUNTING ASSISTANT	48,486.00	23.311	71,302.00	34.280	No
7	GIS TECHNICIAN	48,486.00	23.311	71,302.00	34.280	No
7	PARK MNT. FOREMAN	48,486.00	23.311	71,302.00	34.280	No
7	COMMUNICATIONS COORD.	48,486.00	23.311	71,302.00	34.280	No
7	SENIOR MECHANIC	48,486.00	23.311	71,302.00	34.280	No
7f	FIRE ENGINEER	48,486.00	17.267	71,302.00	25.392	No
7p	DETECTIVE	48,486.00	23.311	71,302.00	34.280	No
7p	PATROL CORPORAL	48,486.00	23.311	71,302.00	34.280	No
8	BUILDING INSPECTOR	54,305.00	26.108	79,860.00	38.394	No
8f	FIRE CAPTAIN	54,305.00	19.339	79,860.00	28.440	No
8p	PATROL SERGEANT	54,305.00	26.108	79,860.00	38.394	No
8p	DETECTIVE SERGEANT	54,305.00	26.108	79,860.00	38.394	No
9	FLEET MNT. FOREMAN	60,821.00	29.241	89,443.00	43.001	No
9	RECREATION PROG. COORD	60,821.00	29.241	89,443.00	43.001	No
9	BUILDING OFFICIAL	60,821.00	29.241	89,443.00	43.001	No
9	OPERATIONS MANAGER	60,821.00	29.241	89,443.00	43.001	Yes
9	STREET SUPERINTENDENT	60,821.00	29.241	89,443.00	43.001	Yes
9f	BATTALION CHIEF	60,821.00	21.660	89,443.00	31.853	No
9f	FIRE MARSHAL	60,821.00	29.241	89,443.00	43.001	Yes
9p	PATROL LIEUTENANT	60,821.00	29.241	89,443.00	43.001	Yes
9p	SPECIAL SVCS. LIEUTENANT	60,821.00	29.241	89,443.00	43.001	Yes
9p	DETECTIVE CAPTAIN	60,821.00	29.241	89,443.00	43.001	Yes
10	TECHNOLOGY MANAGER	68,119.00	32.750	100,176.00	48.162	Yes
10	ASST. TO THE CITY MANAGER	68,119.00	32.750	100,176.00	48.162	Yes
10	PROJECT MANAGER	68,119.00	32.750	100,176.00	48.162	Yes
10	DIR. PURCHASING/RISK MGT.	68,119.00	32.750	100,176.00	48.162	Yes
10	DEPUTY POLICE CHIEF	68,119.00	32.750	100,176.00	48.162	Yes
10	DEPUTY FIRE CHIEF	68,119.00	32.750	100,176.00	48.162	Yes
11	IT DIRECTOR	76,294.00	36.680	112,197.000	53.941	Yes
11	HUMAN RESOURCE DIR.	76,294.00	36.680	112,197.000	53.941	Yes
11	PUBLIC WORKS DIRECTOR	76,294.00	36.680	112,197.000	53.941	Yes
11	DIR. PARKS & RECREATION	76,294.00	36.680	112,197.000	53.941	Yes
11	DIR. COMMUNITY DEV.	76,294.00	36.680	112,197.000	53.941	Yes
12	FIRE CHIEF	85,449.00	41.081	125,660.00	60.413	Yes
12	POLICE CHIEF	85,449.00	41.081	125,660.00	60.413	Yes
12	FINANCE DIRECTOR	85,449.00	41.081	125,660.00	60.413	Yes
13	ASSISTANT CITY MANAGER					Yes
15	CITY MANAGER	120,051.00	57.717	176,546.00	84.878	Yes

City of Athens Fire Dept

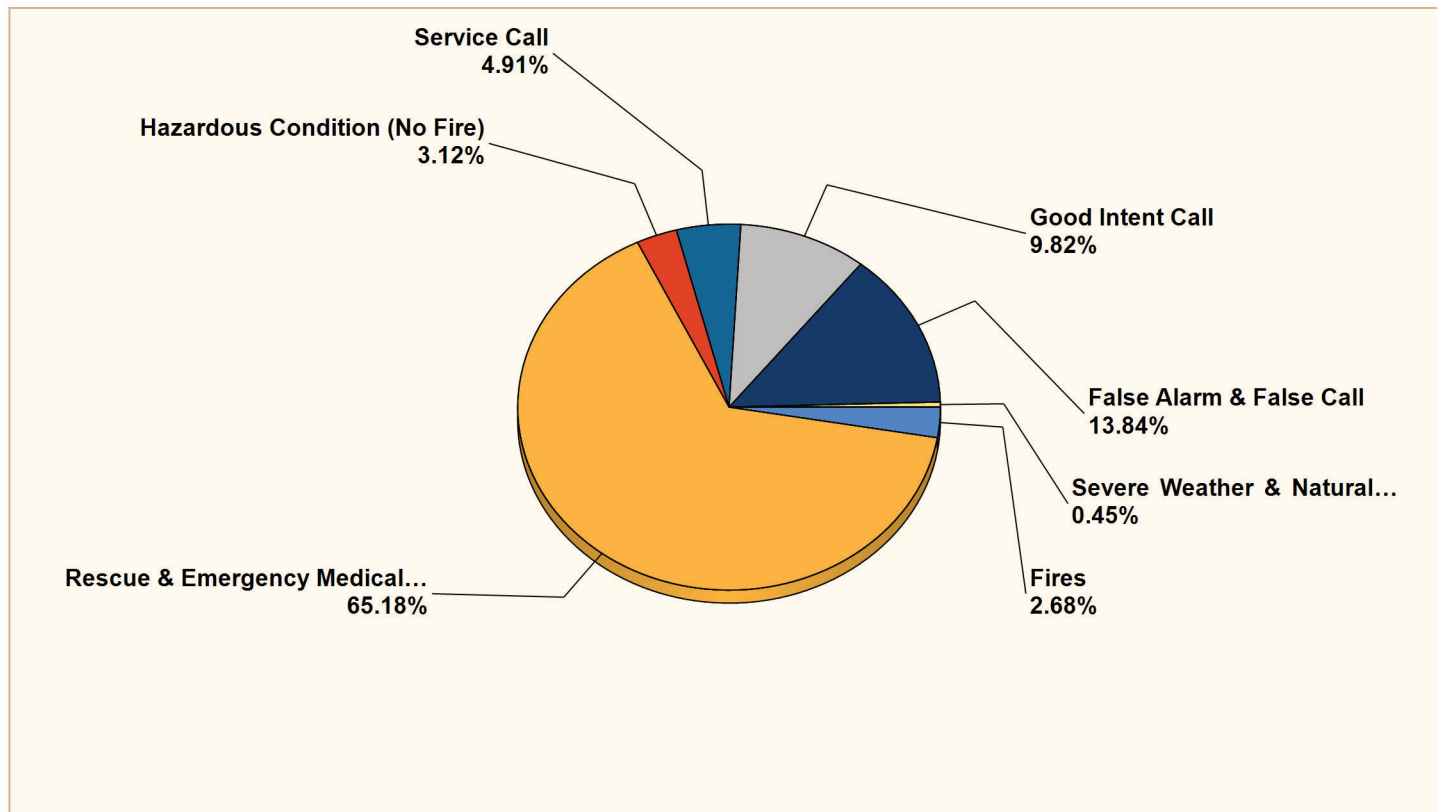
Athens, TN

This report was generated on 9/11/2023 9:46:51 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	2.68%
Rescue & Emergency Medical Service	146	65.18%
Hazardous Condition (No Fire)	7	3.12%
Service Call	11	4.91%
Good Intent Call	22	9.82%
False Alarm & False Call	31	13.84%
Severe Weather & Natural Disaster	1	0.45%
TOTAL	224	100%

1242 Employee Training hours

CPR Training 8 classes - 49 students

Kids Fest - Belk Plaza

Colonial Pipeline Exercise

ICS 400 Training

Watts Bar Graded Exercise

Market Park Fundraiser - Grace and Mercy

Hosted Commission Testing - 35 total - 10 our employees - 25 from around the state

8 Employees enrolled in Advanced EMT School

2 completed Incident Safety Officer

Kiwanis Meeting Presentation

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	1.34%
140 - Natural vegetation fire, other	2	0.89%
150 - Outside rubbish fire, other	1	0.45%
311 - Medical assist, assist EMS crew	125	55.8%
320 - Emergency medical service, other	1	0.45%
321 - EMS call, excluding vehicle accident with injury	1	0.45%
322 - Motor vehicle accident with injuries	17	7.59%
324 - Motor vehicle accident with no injuries.	2	0.89%
410 - Combustible/flammable gas/liquid condition, other	1	0.45%
412 - Gas leak (natural gas or LPG)	2	0.89%
440 - Electrical wiring/equipment problem, other	2	0.89%
445 - Arcing, shorted electrical equipment	1	0.45%
462 - Aircraft standby	1	0.45%
500 - Service Call, other	2	0.89%
551 - Assist police or other governmental agency	5	2.23%
553 - Public service	2	0.89%
561 - Unauthorized burning	2	0.89%
611 - Dispatched & cancelled en route	16	7.14%
622 - No incident found on arrival at dispatch address	1	0.45%
651 - Smoke scare, odor of smoke	5	2.23%
700 - False alarm or false call, other	2	0.89%
743 - Smoke detector activation, no fire - unintentional	1	0.45%
744 - Detector activation, no fire - unintentional	28	12.5%
800 - Severe weather or natural disaster, other	1	0.45%
TOTAL INCIDENTS:	224	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

City of Athens Fire Dept

Athens, TN

This report was generated on 9/11/2023 8:15:57 AM



Property Values versus Loss and Save per Incident for Date Range

Start Date: 08/01/2023 | End Date: 08/31/2023

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2023-1360	\$95,000.00	\$15,000.00	\$80,000.00
2023-1458	\$362,000.00	\$4,500.00	\$357,500.00
2023-1492	\$280,600.00	\$6,000.00	\$274,600.00
Totals:	\$737,600.00	\$25,500.00	\$712,100.00

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.



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City of Athens Fire Dept

Athens, TN

This report was generated on 9/11/2023 8:16:34 AM



Losses for Date Range

Start Date: 08/01/2023 | End Date: 08/31/2023

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
3	\$18,000.00	\$7,500.00	\$25,500.00	\$8,500.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2023-1360	08/13/2023	111 - Building fire	\$10,000.00	\$5,000.00	\$15,000.00	58.82%
2023-1458	08/25/2023	440 - Electrical wiring/equipment problem, other	\$3,000.00	\$1,500.00	\$4,500.00	17.65%
2023-1492	08/30/2023	111 - Building fire	\$5,000.00	\$1,000.00	\$6,000.00	23.53%

Only REVIEWED incidents included

City of Athens Fire Dept

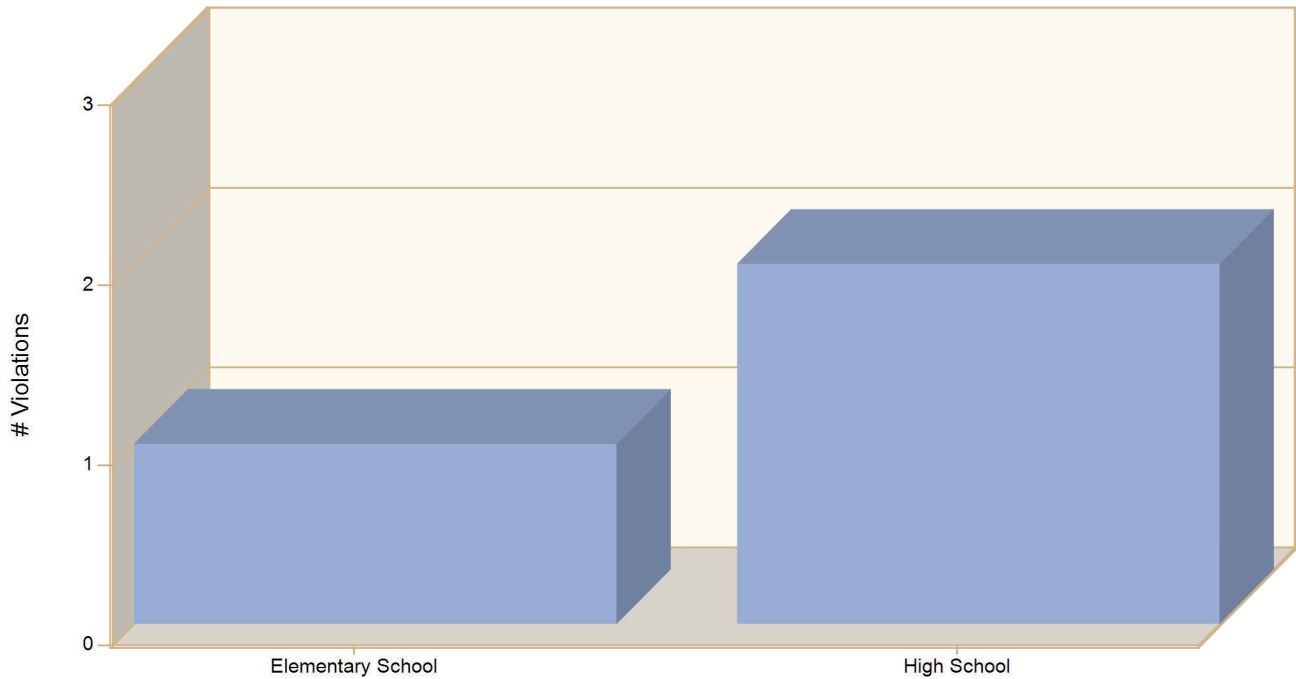
Athens, TN

This report was generated on 9/11/2023 8:17:18 AM



Count of Violations per Occupancy Type for Inspection Date Range

Inspection Observations: FAIL | Start Date: 08/01/2023 | End Date: 08/31/2023



OCCUPANCY TYPE	# VIOLATIONS
Elementary School	1
High School	2
Total of Violations:	3

Total number of violations for LOCKED inspections that took place for the DATE RANGE provided for each Occupancy Type.

City of Athens Fire Dept

Athens, TN

This report was generated on 9/11/2023 8:18:52 AM



Completed Inspections per Inspection Type for Date Range

Occupancy Status: All | Start Date: 08/01/2023 | End Date: 08/31/2023

ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Alarm System Test						
596	McMinn County Alternative School	1775 Overland DR Athens, TN 37303	08/16/2023	Elliott, Jonathan Garrett	Passed	
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
380	Christ's Legacy Academy	625 Matlock AVE Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
66	Athens City Middle School	200 Keith LN Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
243	Athens City Primary School	316 McMinn AVE Athens, TN 37303	08/31/2023	Eaton, Mike	Passed with Comments	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	08/31/2023	Ingram, Jack	Passed	
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	08/31/2023	Eaton, Mike	Passed	
596	McMinn County Alternative School	1775 Overland DR Athens, TN 37303	08/31/2023	Ingram, Jack	Passed	
380	Christ's Legacy Academy	625 Matlock AVE Athens, TN 37303	08/31/2023	Eaton, Mike	Passed	
66	Athens City Middle School	200 Keith LN Athens, TN 37303	08/31/2023	Eaton, Mike	Passed	

Total # Inspections for Alarm System Test:

11

Includes LOCKED inspections for both archived and unarchived occupancy records.



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ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Annual						
325	E.G. Fisher Public Library	1289 Ingleside AVE Athens, TN 37303	08/30/2023	Gable, Tyler	Passed	
Total # Inspections for Annual:						1

TOTAL # INSPECTIONS: 12

City of Athens Fire Dept

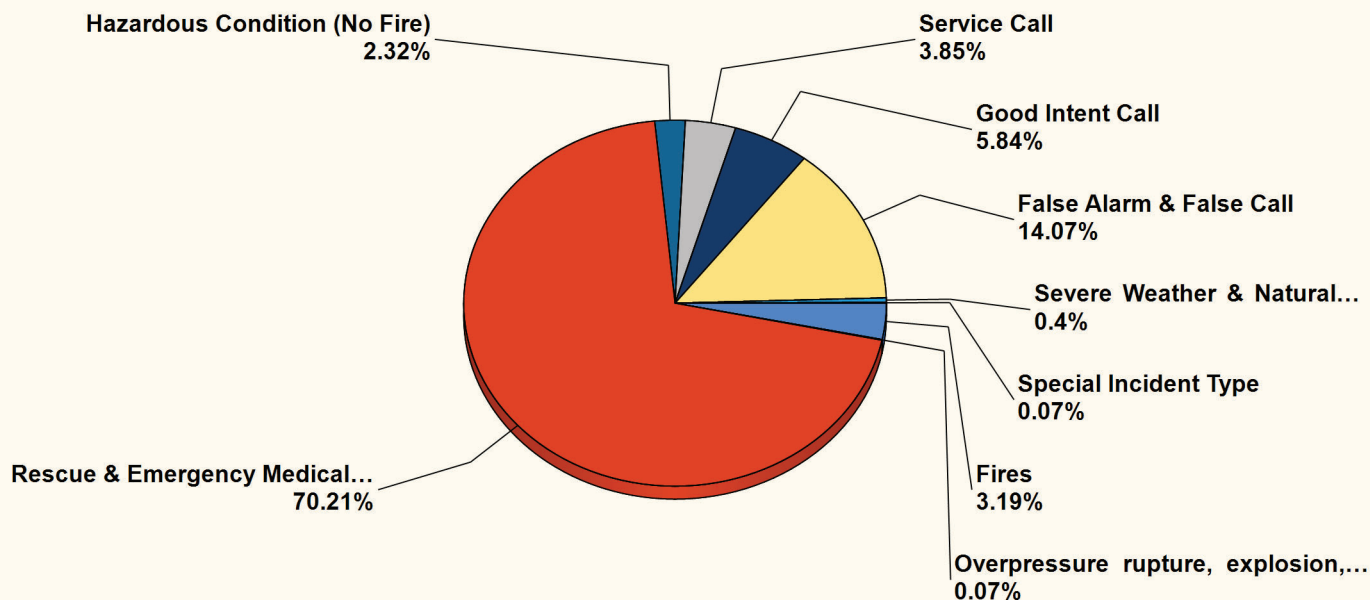
Athens, TN

This report was generated on 9/11/2023 8:20:16 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 08/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	48	3.19%
Overpressure rupture, explosion, overheating - no fire	1	0.07%
Rescue & Emergency Medical Service	1058	70.21%
Hazardous Condition (No Fire)	35	2.32%
Service Call	58	3.85%
Good Intent Call	88	5.84%
False Alarm & False Call	212	14.07%
Severe Weather & Natural Disaster	6	0.4%
Special Incident Type	1	0.07%
TOTAL	1507	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.07%
111 - Building fire	16	1.06%
112 - Fires in structure other than in a building	1	0.07%
113 - Cooking fire, confined to container	4	0.27%
131 - Passenger vehicle fire	9	0.6%
132 - Road freight or transport vehicle fire	2	0.13%
140 - Natural vegetation fire, other	2	0.13%
141 - Forest, woods or wildland fire	1	0.07%
142 - Brush or brush-and-grass mixture fire	1	0.07%
143 - Grass fire	2	0.13%
150 - Outside rubbish fire, other	5	0.33%
151 - Outside rubbish, trash or waste fire	2	0.13%
160 - Special outside fire, other	1	0.07%
162 - Outside equipment fire	1	0.07%
251 - Excessive heat, scorch burns with no ignition	1	0.07%
311 - Medical assist, assist EMS crew	922	61.18%
320 - Emergency medical service, other	4	0.27%
321 - EMS call, excluding vehicle accident with injury	4	0.27%
322 - Motor vehicle accident with injuries	104	6.9%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.07%
324 - Motor vehicle accident with no injuries.	19	1.26%
341 - Search for person on land	1	0.07%
350 - Extrication, rescue, other	1	0.07%
352 - Extrication of victim(s) from vehicle	1	0.07%
354 - Trench/below-grade rescue	1	0.07%
400 - Hazardous condition, other	1	0.07%
410 - Combustible/flammable gas/liquid condition, other	1	0.07%
412 - Gas leak (natural gas or LPG)	8	0.53%
424 - Carbon monoxide incident	1	0.07%
440 - Electrical wiring/equipment problem, other	7	0.46%
442 - Overheated motor	1	0.07%
444 - Power line down	5	0.33%
445 - Arcing, shorted electrical equipment	5	0.33%
451 - Biological hazard, confirmed or suspected	1	0.07%
462 - Aircraft standby	5	0.33%
500 - Service Call, other	3	0.2%
510 - Person in distress, other	2	0.13%
511 - Lock-out	1	0.07%
522 - Water or steam leak	1	0.07%
531 - Smoke or odor removal	1	0.07%
550 - Public service assistance, other	2	0.13%
551 - Assist police or other governmental agency	19	1.26%
553 - Public service	5	0.33%
561 - Unauthorized burning	23	1.53%
571 - Cover assignment, standby, moveup	1	0.07%
600 - Good intent call, other	2	0.13%
611 - Dispatched & cancelled en route	53	3.52%
622 - No incident found on arrival at dispatch address	10	0.66%
631 - Authorized controlled burning	1	0.07%
651 - Smoke scare, odor of smoke	14	0.93%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.13%
653 - Smoke from barbecue, tar kettle	1	0.07%
671 - HazMat release investigation w/no HazMat	5	0.33%
700 - False alarm or false call, other	7	0.46%
713 - Telephone, malicious false alarm	1	0.07%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
731 - Sprinkler activation due to malfunction	1	0.07%
736 - CO detector activation due to malfunction	5	0.33%
740 - Unintentional transmission of alarm, other	1	0.07%
741 - Sprinkler activation, no fire - unintentional	2	0.13%
743 - Smoke detector activation, no fire - unintentional	1	0.07%
744 - Detector activation, no fire - unintentional	192	12.74%
745 - Alarm system activation, no fire - unintentional	1	0.07%
746 - Carbon monoxide detector activation, no CO	1	0.07%
800 - Severe weather or natural disaster, other	3	0.2%
813 - Wind storm, tornado/hurricane assessment	3	0.2%
900 - Special type of incident, other	1	0.07%
TOTAL INCIDENTS:	1507	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



City of Athens Fire Dept

Athens, TN

This report was generated on 9/11/2023 8:21:49 AM



Property Values versus Loss and Save per Incident for Date Range

Start Date: 01/01/2023 | End Date: 08/31/2023

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2023-40	\$510,000.00	\$5,000.00	\$505,000.00
2023-113	\$1,224,400.00	\$10,000.00	\$1,214,400.00
2023-199	\$5,275,200.00	\$2,500.00	\$5,272,700.00
2023-304	\$509,800.00	\$200.00	\$509,600.00
2023-330	\$3,000.00	\$3,000.00	\$0.00
2023-452	\$228,000.00	\$60,000.00	\$168,000.00
2023-468	\$1,500.00	\$1,500.00	\$0.00
2023-518	\$74,700.00	\$10,200.00	\$64,500.00
2023-526	\$138,500.00	\$1,500.00	\$137,000.00
2023-526	\$225,000.00	\$105,000.00	\$120,000.00
2023-591	\$310,000.00	\$0.00	\$310,000.00
2023-618	\$6,025,000.00	\$30,000.00	\$5,995,000.00
2023-851	\$55,700.00	\$4,000.00	\$51,700.00
2023-853	\$134,200.00	\$500.00	\$133,700.00
2023-875	\$22,000.00	\$10,000.00	\$12,000.00
2023-891	\$148,500.00	\$3,000.00	\$145,500.00
2023-899	\$166,200.00	\$31,000.00	\$135,200.00
2023-1133	\$19,067,500.00	\$930,000.00	\$18,137,500.00
2023-1203	\$19,067,500.00	\$3,200,000.00	\$15,867,500.00
2023-1256	\$12,000.00	\$1,000.00	\$11,000.00
2023-1360	\$95,000.00	\$15,000.00	\$80,000.00
2023-1458	\$362,000.00	\$4,500.00	\$357,500.00
2023-1492	\$280,600.00	\$6,000.00	\$274,600.00
Totals:	\$53,936,300.00	\$4,433,900.00	\$49,502,400.00

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

City of Athens Fire Dept

Athens, TN

This report was generated on 9/12/2023 10:02:18 AM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 09/01/2023 | EndDate: 09/30/2023

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
09/01/2023	2023-1516	1420 COUNTY RD 700	311 - Medical assist, assist EMS crew	ST2 - Athens Fire Station 2
09/07/2023	2023-1569	549 COUNTY RD 249	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2

Percentage of Total Incidents:

2.25%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.



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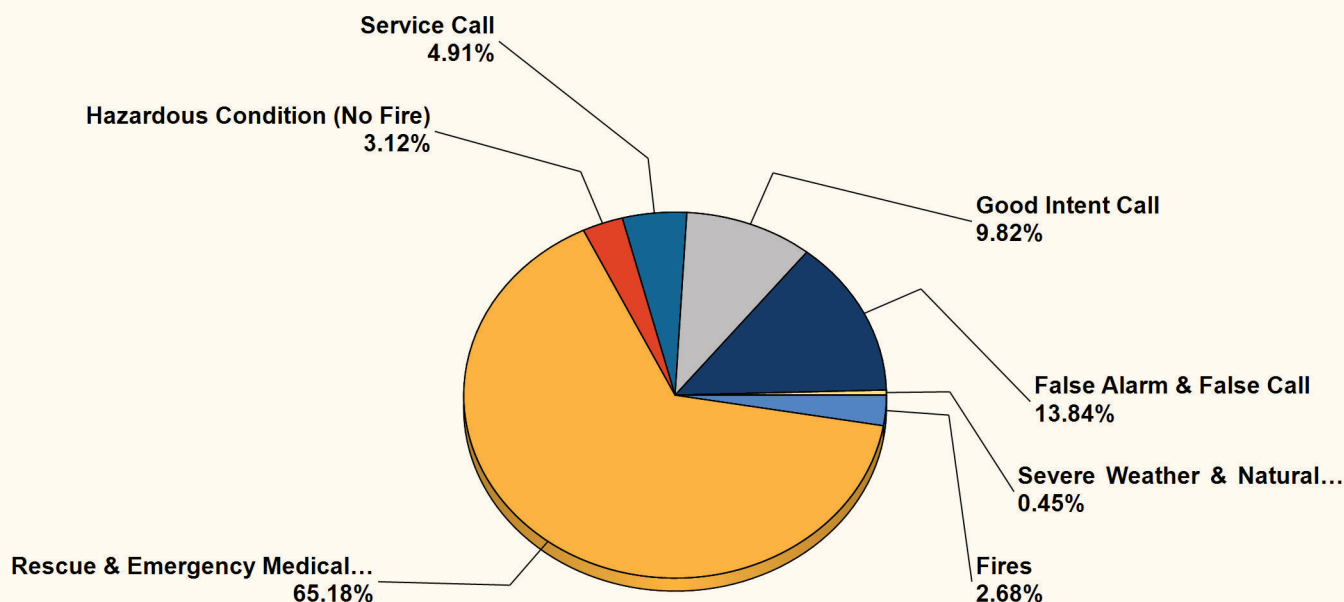
Athens, TN

This report was generated on 9/11/2023 9:46:51 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	2.68%
Rescue & Emergency Medical Service	146	65.18%
Hazardous Condition (No Fire)	7	3.12%
Service Call	11	4.91%
Good Intent Call	22	9.82%
False Alarm & False Call	31	13.84%
Severe Weather & Natural Disaster	1	0.45%
TOTAL	224	100%

1242 Employee Training hours

CPR Training 8 classes - 49 students

Kids Fest - Belk Plaza

Colonial Pipeline Exercise

ICS 400 Training

Watts Bar Graded Exercise

Market Park Fundraiser - Grace and Mercy

Hosted Commission Testing - 35 total - 10 our employees - 25 from around the state

8 Employees enrolled in Advanced EMT School

2 completed Incident Safety Officer

Kiwanis Meeting Presentation

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	1.34%
140 - Natural vegetation fire, other	2	0.89%
150 - Outside rubbish fire, other	1	0.45%
311 - Medical assist, assist EMS crew	125	55.8%
320 - Emergency medical service, other	1	0.45%
321 - EMS call, excluding vehicle accident with injury	1	0.45%
322 - Motor vehicle accident with injuries	17	7.59%
324 - Motor vehicle accident with no injuries.	2	0.89%
410 - Combustible/flammable gas/liquid condition, other	1	0.45%
412 - Gas leak (natural gas or LPG)	2	0.89%
440 - Electrical wiring/equipment problem, other	2	0.89%
445 - Arcing, shorted electrical equipment	1	0.45%
462 - Aircraft standby	1	0.45%
500 - Service Call, other	2	0.89%
551 - Assist police or other governmental agency	5	2.23%
553 - Public service	2	0.89%
561 - Unauthorized burning	2	0.89%
611 - Dispatched & cancelled en route	16	7.14%
622 - No incident found on arrival at dispatch address	1	0.45%
651 - Smoke scare, odor of smoke	5	2.23%
700 - False alarm or false call, other	2	0.89%
743 - Smoke detector activation, no fire - unintentional	1	0.45%
744 - Detector activation, no fire - unintentional	28	12.5%
800 - Severe weather or natural disaster, other	1	0.45%
TOTAL INCIDENTS:	224	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

City of Athens Fire Dept

Athens, TN

This report was generated on 9/11/2023 8:15:57 AM



Property Values versus Loss and Save per Incident for Date Range

Start Date: 08/01/2023 | End Date: 08/31/2023

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2023-1360	\$95,000.00	\$15,000.00	\$80,000.00
2023-1458	\$362,000.00	\$4,500.00	\$357,500.00
2023-1492	\$280,600.00	\$6,000.00	\$274,600.00
Totals:	\$737,600.00	\$25,500.00	\$712,100.00

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.



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City of Athens Fire Dept

Athens, TN

This report was generated on 9/11/2023 8:16:34 AM



Losses for Date Range

Start Date: 08/01/2023 | End Date: 08/31/2023

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
3	\$18,000.00	\$7,500.00	\$25,500.00	\$8,500.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2023-1360	08/13/2023	111 - Building fire	\$10,000.00	\$5,000.00	\$15,000.00	58.82%
2023-1458	08/25/2023	440 - Electrical wiring/equipment problem, other	\$3,000.00	\$1,500.00	\$4,500.00	17.65%
2023-1492	08/30/2023	111 - Building fire	\$5,000.00	\$1,000.00	\$6,000.00	23.53%

Only REVIEWED incidents included

City of Athens Fire Dept

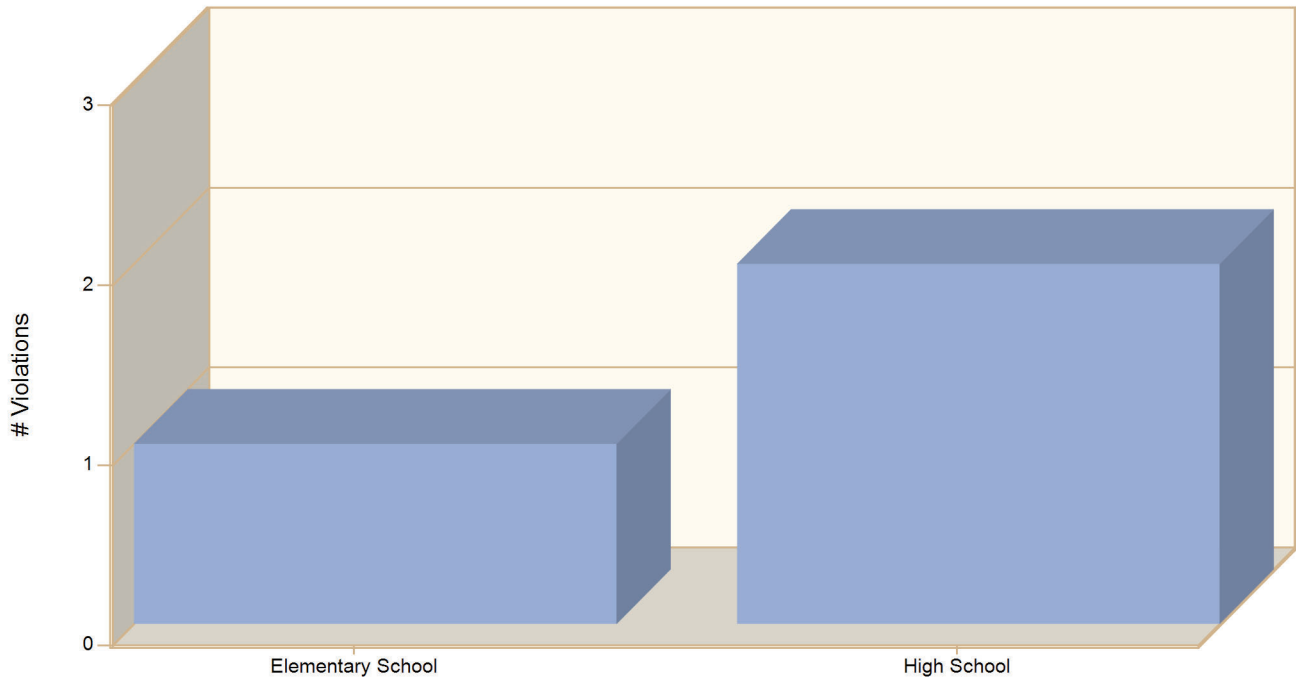
Athens, TN

This report was generated on 9/11/2023 8:17:18 AM



Count of Violations per Occupancy Type for Inspection Date Range

Inspection Observations: FAIL | Start Date: 08/01/2023 | End Date: 08/31/2023



OCCUPANCY TYPE	# VIOLATIONS
Elementary School	1
High School	2
Total of Violations:	3

Total number of violations for LOCKED inspections that took place for the DATE RANGE provided for each Occupancy Type.

City of Athens Fire Dept

Athens, TN

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Completed Inspections per Inspection Type for Date Range

Occupancy Status: All | Start Date: 08/01/2023 | End Date: 08/31/2023

ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Alarm System Test						
596	McMinn County Alternative School	1775 Overland DR Athens, TN 37303	08/16/2023	Elliott, Jonathan Garrett	Passed	
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
380	Christ's Legacy Academy	625 Matlock AVE Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
66	Athens City Middle School	200 Keith LN Athens, TN 37303	08/16/2023	Fling, Jason R	Passed	
243	Athens City Primary School	316 McMinn AVE Athens, TN 37303	08/31/2023	Eaton, Mike	Passed with Comments	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	08/31/2023	Ingram, Jack	Passed	
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	08/31/2023	Eaton, Mike	Passed	
596	McMinn County Alternative School	1775 Overland DR Athens, TN 37303	08/31/2023	Ingram, Jack	Passed	
380	Christ's Legacy Academy	625 Matlock AVE Athens, TN 37303	08/31/2023	Eaton, Mike	Passed	
66	Athens City Middle School	200 Keith LN Athens, TN 37303	08/31/2023	Eaton, Mike	Passed	

Total # Inspections for Alarm System Test:

11

Includes LOCKED inspections for both archived and unarchived occupancy records.



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ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Annual						
325	E.G. Fisher Public Library	1289 Ingleside AVE Athens, TN 37303	08/30/2023	Gable, Tyler	Passed	
Total # Inspections for Annual:						1

TOTAL # INSPECTIONS: 12

City of Athens Fire Dept

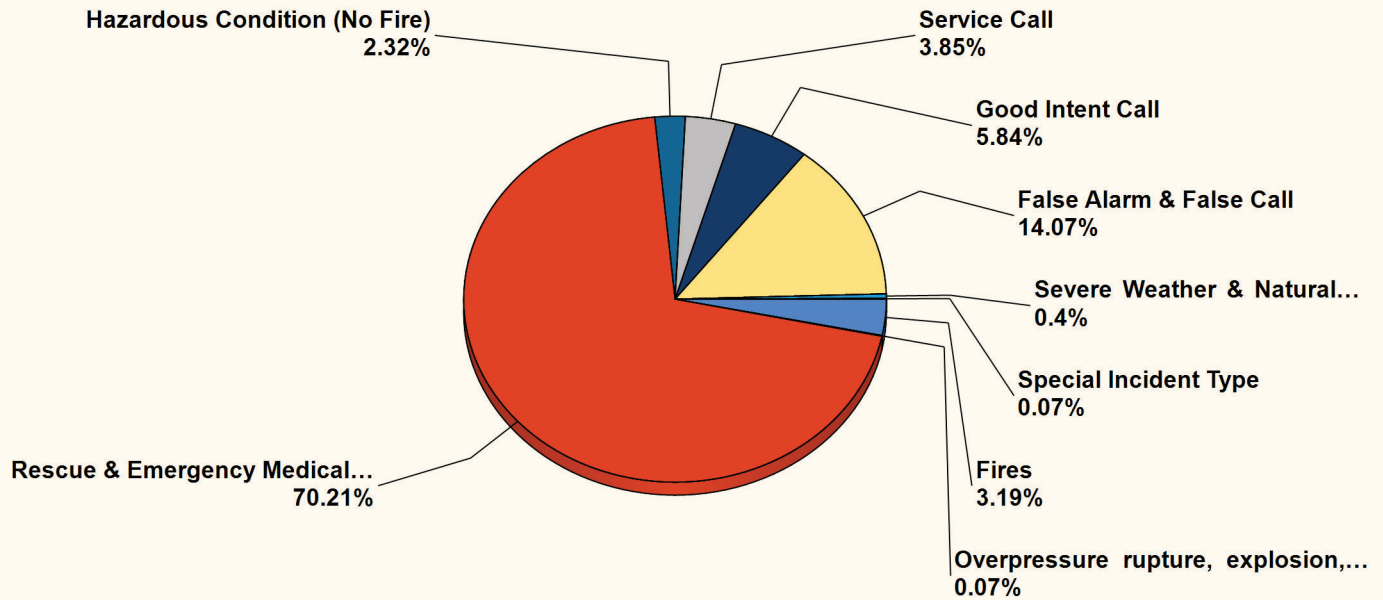
Athens, TN

This report was generated on 9/11/2023 8:20:16 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 08/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	48	3.19%
Overpressure rupture, explosion, overheating - no fire	1	0.07%
Rescue & Emergency Medical Service	1058	70.21%
Hazardous Condition (No Fire)	35	2.32%
Service Call	58	3.85%
Good Intent Call	88	5.84%
False Alarm & False Call	212	14.07%
Severe Weather & Natural Disaster	6	0.4%
Special Incident Type	1	0.07%
TOTAL	1507	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Doc Id: 553

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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.07%
111 - Building fire	16	1.06%
112 - Fires in structure other than in a building	1	0.07%
113 - Cooking fire, confined to container	4	0.27%
131 - Passenger vehicle fire	9	0.6%
132 - Road freight or transport vehicle fire	2	0.13%
140 - Natural vegetation fire, other	2	0.13%
141 - Forest, woods or wildland fire	1	0.07%
142 - Brush or brush-and-grass mixture fire	1	0.07%
143 - Grass fire	2	0.13%
150 - Outside rubbish fire, other	5	0.33%
151 - Outside rubbish, trash or waste fire	2	0.13%
160 - Special outside fire, other	1	0.07%
162 - Outside equipment fire	1	0.07%
251 - Excessive heat, scorch burns with no ignition	1	0.07%
311 - Medical assist, assist EMS crew	922	61.18%
320 - Emergency medical service, other	4	0.27%
321 - EMS call, excluding vehicle accident with injury	4	0.27%
322 - Motor vehicle accident with injuries	104	6.9%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.07%
324 - Motor vehicle accident with no injuries.	19	1.26%
341 - Search for person on land	1	0.07%
350 - Extrication, rescue, other	1	0.07%
352 - Extrication of victim(s) from vehicle	1	0.07%
354 - Trench/below-grade rescue	1	0.07%
400 - Hazardous condition, other	1	0.07%
410 - Combustible/flammable gas/liquid condition, other	1	0.07%
412 - Gas leak (natural gas or LPG)	8	0.53%
424 - Carbon monoxide incident	1	0.07%
440 - Electrical wiring/equipment problem, other	7	0.46%
442 - Overheated motor	1	0.07%
444 - Power line down	5	0.33%
445 - Arcing, shorted electrical equipment	5	0.33%
451 - Biological hazard, confirmed or suspected	1	0.07%
462 - Aircraft standby	5	0.33%
500 - Service Call, other	3	0.2%
510 - Person in distress, other	2	0.13%
511 - Lock-out	1	0.07%
522 - Water or steam leak	1	0.07%
531 - Smoke or odor removal	1	0.07%
550 - Public service assistance, other	2	0.13%
551 - Assist police or other governmental agency	19	1.26%
553 - Public service	5	0.33%
561 - Unauthorized burning	23	1.53%
571 - Cover assignment, standby, moveup	1	0.07%
600 - Good intent call, other	2	0.13%
611 - Dispatched & cancelled en route	53	3.52%
622 - No incident found on arrival at dispatch address	10	0.66%
631 - Authorized controlled burning	1	0.07%
651 - Smoke scare, odor of smoke	14	0.93%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.13%
653 - Smoke from barbecue, tar kettle	1	0.07%
671 - HazMat release investigation w/no HazMat	5	0.33%
700 - False alarm or false call, other	7	0.46%
713 - Telephone, malicious false alarm	1	0.07%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
731 - Sprinkler activation due to malfunction	1	0.07%
736 - CO detector activation due to malfunction	5	0.33%
740 - Unintentional transmission of alarm, other	1	0.07%
741 - Sprinkler activation, no fire - unintentional	2	0.13%
743 - Smoke detector activation, no fire - unintentional	1	0.07%
744 - Detector activation, no fire - unintentional	192	12.74%
745 - Alarm system activation, no fire - unintentional	1	0.07%
746 - Carbon monoxide detector activation, no CO	1	0.07%
800 - Severe weather or natural disaster, other	3	0.2%
813 - Wind storm, tornado/hurricane assessment	3	0.2%
900 - Special type of incident, other	1	0.07%
TOTAL INCIDENTS:	1507	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



City of Athens Fire Dept

Athens, TN

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Property Values versus Loss and Save per Incident for Date Range

Start Date: 01/01/2023 | End Date: 08/31/2023

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2023-40	\$510,000.00	\$5,000.00	\$505,000.00
2023-113	\$1,224,400.00	\$10,000.00	\$1,214,400.00
2023-199	\$5,275,200.00	\$2,500.00	\$5,272,700.00
2023-304	\$509,800.00	\$200.00	\$509,600.00
2023-330	\$3,000.00	\$3,000.00	\$0.00
2023-452	\$228,000.00	\$60,000.00	\$168,000.00
2023-468	\$1,500.00	\$1,500.00	\$0.00
2023-518	\$74,700.00	\$10,200.00	\$64,500.00
2023-526	\$138,500.00	\$1,500.00	\$137,000.00
2023-526	\$225,000.00	\$105,000.00	\$120,000.00
2023-591	\$310,000.00	\$0.00	\$310,000.00
2023-618	\$6,025,000.00	\$30,000.00	\$5,995,000.00
2023-851	\$55,700.00	\$4,000.00	\$51,700.00
2023-853	\$134,200.00	\$500.00	\$133,700.00
2023-875	\$22,000.00	\$10,000.00	\$12,000.00
2023-891	\$148,500.00	\$3,000.00	\$145,500.00
2023-899	\$166,200.00	\$31,000.00	\$135,200.00
2023-1133	\$19,067,500.00	\$930,000.00	\$18,137,500.00
2023-1203	\$19,067,500.00	\$3,200,000.00	\$15,867,500.00
2023-1256	\$12,000.00	\$1,000.00	\$11,000.00
2023-1360	\$95,000.00	\$15,000.00	\$80,000.00
2023-1458	\$362,000.00	\$4,500.00	\$357,500.00
2023-1492	\$280,600.00	\$6,000.00	\$274,600.00
Totals:	\$53,936,300.00	\$4,433,900.00	\$49,502,400.00

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

City of Athens Fire Dept

Athens, TN

This report was generated on 9/12/2023 10:02:18 AM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 09/01/2023 | EndDate: 09/30/2023

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
09/01/2023	2023-1516	1420 COUNTY RD 700	311 - Medical assist, assist EMS crew	ST2 - Athens Fire Station 2
09/07/2023	2023-1569	549 COUNTY RD 249	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2

Percentage of Total Incidents:

2.25%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

