

BE IT REMEMBERED that the Legislative Body Session for Hamblen County, Tennessee met at its regular monthly meeting on December 20, 1993 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Stancil Ford presiding.

The Legislative Body Session was opened by Sheriff Charles Long.

Invocation was given by Rev. Paul Devotie.

Upon roll call the following members were present:

Larry Baker	Bud Jones
Maudie Briggs	Willie Osborne
Eldridge Bryant	Frank Parker
Guy Collins	Bobby Reinhardt
Stancil Ford	Bruce Sluder
Herbert Harville	Joe Spoone
Kelley Hinsley	Mildred Thompson

#### GARBAGE AT BALL TRAILER COURT

Motion by Larry Baker, seconded by Herbert Harville that the garbage problem at Ball Trailer Court be referred to the county attorney and Dan Meyers.

Voting for: all  
Voting against: none

#### MINUTES APPROVAL

Motion by Guy Collins, seconded by Joe Spoone that the minutes of the previous meeting be approved.

Voting for: all  
Voting against: none

#### NOTARIES AND BONDSMEN

Motion by Eldridge Bryant, seconded by Maudie Briggs that the following notaries and their bondsmen be approved.

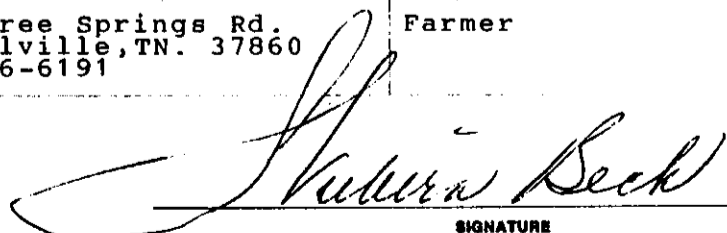
Voting for: all  
Voting against: none

**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC**

As CLERK OF THE COUNTY OF Hamblen, TENNESSEE,

I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE Dec., 19 93 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1 Sheri L. Canter Bonding Co.	1111 Dover Rd. Morristown, TN. 37814 615-586-5570	Hamblen Co. Farm Bureau 732 W. Main ST., Morr.TN. 615-586-3162
2 Virginia Herron Bonding Co.	1830 Collinson Ford Rd. Morristown, TN. 37814 615-581-2609	Hamblen Co. Farm Bureau 732 W. Main ST., Morr. TN. 615-586-3162
3 Ann H. Jones Lynn Elkins David G. Easterly	710 E. First North ST. Morristown, TN. 37814 Apt #4 615-586-5771	State Area Vocational School 821 W. Louise Ave., Morr.TN. 615-586-5771
4 Vicky Morris Green Bonding Co.	4439 Danbury DR. Morristown, TN. 37814 615-587-3159	State Farm Ins. P.O. Box 747, Morr.TN. 37814 615-586-2203
5 Johnnie L. Jinks Bonding Co.	4999 Cottonwood Lane Morristown, TN. 37814 615-586-8699	Lakeway Ins. Center, Inc. 1804 Eastern Ave., Morr.tn. 615-581-9494 37814
6 Janis B. Holt Bonding Co.	5750 Old Us Hwy 11E. Morr. Tn. 37814 615-581-7183	Re/Max Real Estate 4880 W. A. J. Hwy, Morr.TN Morristown, TN. 37814 615-581-8881
7 Kimberly M. Duck Bonding Co.	580 Ronald Dr., Talbott, Tn. 37877 615-475-3789	Bank Of East Tn. P.O. Box 1217, Morr.TN. 615-587-7100
8 Christopher H. Triplett Bonding Co.	680 Collinson Ford Rd. Morristown, TN. 37814 615-586-6946	Bank Of East Tn. P.O. Box 1217, Morr.TN. 615-587-7132
9 Maxine Shackelford Bonding Co.	2459 W. Hwy 11-E Strawberry Plains Tn. 615-593-2797	Jeffrey Chain Corp. 2307 Maden Dr., Morr.TN. 37814 615-586-1951
10 Charles N. Abee Calvin M. Jefferson Mary K. Fanney	1844 Bluebird Cir. Morristown, TN. 37814 615-581-8000	Exact-Tax, Inc. 1058 S. Cumberland St. Morristown, TN. 37814 615-587-1040
11 Maxine R. Craig Phillip S. Bacon Sandra C. Johnson	1339 Appalachian Trace Morristown, TN. 37814 615-587-6213	Self Employed 615-587-3189
12 Carla F. Bunch Jeanette McIntose Dewey Buchanan Carolyn E. Harris Bonding Co	1729 Oad Oak Gr. Rd. Morristown, Tn. 37814 615-397-9779	Colonial Loan Assoc. Inc. 800 S. Cumberland St., Morristown, TN. 37814
Mary S. Burke R. D. Ailey & Jerry Burke	3242 Enka Hwy. Morristown, Tn. 37814 615-587-4288	H.A. Harris 708 W. st North ST Morristown, TN. 37814 615-581-9390
FRANK P. Cantwell, Jr. Bonding Co.	4190 Terri ST., Morr.TN. 615	Burke-Ailey Const. Co. Inc. 774 Kidwell Ridge Rd. Morr. TN. 37814 615-581-4966
16 Debra J. Shelton Bonding Co.	8340 Landmark DR. Morristown, TN. 37814 615-581-4128	Capps, Cantwell & Capps 400 West Main St, Suite 201 Morristown, Tn. 37814 615-586-3083
17 Lawrence Kirk Wyss Bonding Co.	2347 Lowe DR., Talbott, Tn. 615-581-1620	International Routing Clerk 5512 E. Tn. Blvd, Morr.Tn. 615-581-1620
18 Tracie R. Dodson Bonding Co.	2350 Elgerlotte Lane Morristown, TN. 37814 615-581-3777	Self Employed
Larry Baker Stancil Ford Guy Collins	7503 St. Clair Rd. Whitesburg, Tn. 37891 615-235-4954	Charles G. Currier, Attorney 617 W. Main ST., Morr.TN. 615-581-4084 37814
	635 Three Springs Rd. Russellville, TN. 37860 615-586-6191	Farmer



SIGNATURE

(SEAL)

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

12-20-93

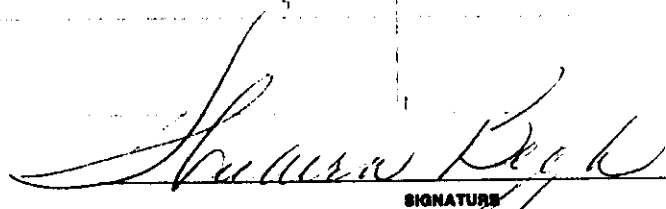
DATE

# CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

As CLERK OF THE COUNTY OF Hamblen, TENNESSEE,

I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF  
 NOTARY PUBLIC DURING THE Dec., 19 93 MEETING OF THE GOVERNING BODY:

NAME <small>(PRINT OR TYPE)</small>	HOME ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODES)</small>	BUSINESS ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODES)</small>
Ivan J. Martin Ronald H. Wolfe Lamont Hope	4680 Brockland Dr. Morristown, TN. 37814 615-586-7460	Universal Bedroom Furniture P.O. Box 6002, Morr. TN.37814 615-586-0782
Paula Gaye Brock Dewey Buchanan Anna Phillips	1123 Newman Riley RD. DAndridge, TN. 37725 615-397-7769	Colonial Loan Assoc, Inc. 800 S. Cumberland St. 615-586 Morristown, Tn. 37814 1125
Tammy L. Davenport James Davenport Joe H. Davis	315 Apple Blossom Lane Morristown, Tn. 37814 615-581-5324	Century 21 Masengill-McCrary 201 E. 1st. North ST. Morristown, TN. 37814 615-586-6653
Harvey H. Haag S. C. Shockley James Haag	638 Collinson Ford Rd. Morristown, TN. 37814 615-586-8986	Easy MOney Pawn 325 S. Cumberland ST.615-581- Morristown, TN. 37814 7938
Thomas M. Strate Bonding Co.	1461 Darbee Dr. Morristown, TN. 37814 615-587-2108	Strate Ins. Group Inc. 400 W. Main Suite 207, Morr.Tr 615-587-2204



SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

12-70-93

DATE

(SEAL)

BILLS

Motion by Herbert Harville, seconded by Guy Collins that the following bills be approved and paid.

Voting for: all

Voting against: none

BILLS RECOMMENDED FOR PAYMENT - DECEMBER 20, 1993

Adrain Hale Pest Control (CH)	59.00	Mitchell Hodge Electric (EXT)	4.40
(JC)	38.00	Murrell Burglar Alarm (CH)	20.00
(HD)	19.00	(JC)	20.00
Ambrose Printing (CnC)	140.40	Newman, Jim (T)	171.36
(CM)	204.90	Newman Traffic Signs (HC)	51.00
Asinco Inc. (CH)	67.11	Omega Janitorial Co. (THF)	45.00
(JC)	67.10	Otis Elevator (CH)	251.13
ATCO Mft. Co. (G)	103.70	Owens & Minor (HD)	133.03
Auto Supply & parts (G)	106.54	PBCC (CnC)	159.00
Bradley's (EMA)	10.36	Pioneer Petroleum (G)	329.59
Bridge Computer Systems (CnC)	182.50	Pitney Bowes (T)	198.75
Camera Castle (Ext)	11.15	Price & Price Mechanical (JC)	133.00
Cenco Inc. (G)	618.42	Professional Vending Serv. (CRC)	23.30
Citizen Tribune (CE)	19.68	Purkey, Joe (PC)	38.88
(CRC)	12.61	Radio Communications (EMA)	50.00
Clay Ward Printing (RD)	28.50	Rental Uniforms (CH)	163.00
(CRC)	108.00	(JC)	159.75
Custom Printing (CRC)	91.50	Rogersville Office Supply (PC)	112.50
Davis, Eddie (CC)	375.00	Southeastern Millwright (G)	112.50
Dial Page (THF)	62.00	Sunrise Distributors (THF)	18.70
(Juv)	56.00	Tenn-Two-Way (CH)	311.00
(CRC)	28.00	(JC)	311.00
Food City (THF)	40.67	Ted Russell Ford (G)	91.70
Freightliner of Knoxville (G)	301.37	Tidi Waste (HD)	25.00
Gateway Industrial (G)	842.00	Trustee of Ham. Co. (WP)	29.68
Golden, Jeff (HD)	4.50	(EMA)	62.01
Greene Co. Circuit Court (CRC)	560.00	(Juv)	23.60
Hamblen Co. Bd. of Educ (EMA)	78.78	U.S. Postal Service (T)	75.00
Hamblen Co. Sheriff's Dept (THF)	176.00	Viking Office Products (CM)	44.94
Hamblen Farmers Coop (G)	24.00	(HD)	133.39
Hill, Robert (CC)	75.00	Wal-Mart (Ext)	4.96
Jimmy's Auto Parts (G)	5.70	Wheels & Brakes (G)	21.69
Kel San (HD)	63.00	Xerox (HC)	23.73
Lanier (HC)	260.83		
Leonard's Office Equip. (HD)	30.44		
(CM)	57.00		
Letter Shop (CnC)	112.50		
(CE)	87.50		
Marlin (JC)	122.40		
Mathis Company (RD)	351.60		
Michie Company (CE)	43.68		
(CM)	43.68		
(GS)	242.56		

OVER \$1,000

Barclay, Lee Roy, MD (ME)	1,440.00
Capps, Cantwell, Capps (HC)	3,764.58
Comptroller of Treasury (PC)	343.84
(A)	9,181.00
County Record Services (CNC)	171.38
(RD)	972.29
(PC)	88.48
Evans Office Supply (Juv)	73.97
(HD)	56.42
(HC)	4,292.14
(CE)	39.00
(CH)	302.14
Free Service Tires (G)	1,501.84
Hirma Jones Assoc. (HC)	3,975.00
Lakeway Recycling (G)	3,534.69
Ted's Supply (Inv)	1,484.71

ABBREVIATIONS

A	Assessor
AG	Attorney General
CC	County Coroner
CE	County Executive
CH	Courthouse
CM	Clerk & Master
CnC	County Court Clerk
Com	Commission
CRC	Circuit Court Clerk
CRDP	Community Resource Development Person
EC	Election Commission
EMA	Emergency Management
EXT	Extension Office
G	Garbage
GS	General Sessions
HC	Hamblen County
HD	Health Department
IMP	Impact
INV	Inventory
J	Jail
JC	Justice Center
Juv	Juvenile Court
ME	Medical Examiner
PC	Planning Commission
RD	Register of Deeds
S	Sheriff
T	Trustee
THF	Temporary Holding Facility
VSO	Veterans Service Office
WP	Work Program

BILLS RECOMMENDED FOR PAYMENT - SHERIFF'S DEPARTMENT - DECEMBER 20, 1993

A-1 Equipment Rental	78.75	<u>OVER \$1,000</u>	
Bivens Door & Glass	61.00		
Booker, Sams, & Payne MD'S	69.00	Clevenger's Meat Mkt.	1,747.79
Camera Castle	7.76	Doctor's Hospital Pharmacy	1,483.98
Clay Ward Printing	88.00	King's Foodservice	3,727.36
Doka, Steve DDS	85.00	Kinser, John H., MD	2,378.70
Drummond American Corp.	102.67	R & R Uniforms	1,480.77
Educational Systems & Resources	84.00	Robinson Textiles	4,628.22
Express Lane	140.00	Tenn Two Way	1,005.75
Flav-o-Rich	537.21	Tires Unlimited	1,315.45
Flowers Bakery	392.08		
Free Service Tires	985.58		
Gall's	342.99		
Hale Brothers	708.56		
Hasson Bryan	30.34		
Institutional Distributors	757.61		
Institutional Jobbers	68.46		
Jerry's Automotive	47.83		
Jimmy's Auto Parts	152.50		
Lakeway Transportation	92.84		
Lowe's	249.00		
McNeil & Lindsey	25.00		
Michie Company	56.18		
Moore's Tractor & Trailer	16.84		
Morristown Ford	63.17		
M'town Hamblen Emerg Group	882.00		
Morristown-Hamblen Hospital	921.27		
Muffler & Auto Center	50.00		
Roto Rooter	464.00		
Sunrise Beverage	560.20		
Viking Office Products	32.76		
Wal-Mart	219.27		

BILLS NOT REVIEWED BY COMMITTEE

(Received After Meeting)

American Medical Supply (SD) Examination Gloves	741.96
Booker, Sams, & Payne MD's (SD) Medical Services - Jail Inmate	25.00
Clerk of Supreme Court (CRC) Legal Services	365.00
Collins, Scott (CRC) Dues	250.00
Lazy Days RV Sales (EMA) Equipment Maintenance	71.19
Moore's Tractor & Trailer Repair (SD) Vehicle Maintenance	107.14
Morristown Chev. GEO (SD) Vehicle Maintenance	440.47
Morristown-Hamblen Emerg. Group (SD) Medical Services - Jail Inmates	153.00
Morristown-Hamblen Hospital (SD) Medical Services & Supplies - Jail Inmates	318.88
Newman Traffic Signs (HC) Road Signs	221.00
Radio Communicaitons (EMA) Radio	462.00
Tennessee Two Way (SD) Equipment Maintenance	55.00

Motion by Larry Baker, seconded by Eldridge Bryant that the following contract be approved providing the county attorney approves the contract.

Voting for: all  
Voting against: none

B-7

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of December 20, 19 93  
between Hamblen County, Tennessee  
Barge, Waggoner, Sumner and Cannon, Inc. (OWNER) and  
1135 West Third North Street, Morristown, TN 37814  
\_\_\_\_\_  
\_\_\_\_\_  
(ENGINEER).

OWNER intends to Construct a new Hamblen County Health Department,  
approximately 8,500 SF and a tenant lease space of approximately  
8,500 SF in accordance with State of Tennessee Community  
Development Block Grant (CDBG) guidelines.

\_\_\_\_\_  
(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative of the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3 and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting



forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs."

1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

### 1.3. Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish five copies of the above Preliminary Design documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

### 1.4. Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total

Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheet prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

### 1.5. Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in paragraph 5 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

#### 1.6. Construction Phase

During the Construction Phase:

1.6.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in paragraph 6 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The

duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative."

1.6.2.3. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, 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 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 of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER

in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payment will not impose on ENGINEER responsibility to supervise, direct or control such 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, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest 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.

1.6.10. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11. *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so the ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

## 1.7. Operational Phase

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning corrections of such deficiencies, and make recommendations as to replacement or correction of defective work.

The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in paragraph 7 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1. Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

2.1.1. 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 Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the 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 Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultant for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

## 2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters".) These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

## SECTION 3 - OWNER'S RESPONSIBILITIES

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OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitation; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), the following:

3.4.1. data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional Interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.

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

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulations, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

#### SECTION 4 - PERIODS OF SERVICE

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4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in paragraph 2 of Exhibit A "Further Description of Basic Engineering Services and Related Matters" after written authorization to proceed with that phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in paragraph 3 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in paragraph 4 of Exhibit A "Further Description of Basic Engineering Services and Related Matters."

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. The Operational Phase will commence during the Construction Phase and will terminate one year after the

date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within \_\_\_\_\_ calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12. In the event that the work designed or specified by ENGINEER is to be furnished or performed 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), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases, in order to sequence and coordinate properly such services as are applicable to the work under such separate contract. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit A "Further Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4 through 4.10 inclusive, will be modified accordingly.

## SECTION 5 - PAYMENTS TO ENGINEER

### 5.1. Methods of Payment for Services and Expenses of ENGINEER

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Further

Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1. *One Prime Contract.* If only one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$ 64,000 for all Basic Services (except services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7).

5.1.1.2. *Several Prime Contracts.* If more than one but less than N/A separate contracts are awarded for construction, materials and equipment for the Project, a lump sum fee of \$ N/A for all Basic Services (except services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7).

5.1.1.3. *Resident Project Services.* For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1, on the basis of the ~~fixed hourly rates per Attachment EX. A~~ the total of which shall not exceed \$ 12,000 for services rendered by principals and employees assigned to resident Project representation.

5.1.1.4. *Operational Phase Services.* For Operational Phase services furnished under paragraph 1.7, on the basis of the fixed hourly rates per Attachment N/A the total of which shall not exceed \$ N/A for services rendered by principals and employees engaged directly on the Project.

\*\* 5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13), on the basis of the fixed hourly rates per Attachment EX. C the total of which shall not exceed \$ Hourly Rates

5.1.2.2. *Professional Associates and Consultants.* For services and Reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefore times a factor of 1.15.

5.1.2.3. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of

\$ 650.00 per day or any portion thereof (but compensation for the time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

## 5.2. Times of Payments.

ENGINEER shall submit monthly statements for Basic and Additional services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

## 5.3. Other Provisions Concerning Payment.

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of the fixed hourly rates per Attachment EX. C the total of which shall not exceed \$ 64,000 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic services, and paid for all unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.

5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

## 5.4. Definitions

5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers,

\*\* No Additional Services under Section 5.1.2 or Reimbursable Expenses under Section 5.4. shall be incurred by Engineer without the prior written consent of the County Executive Paul Bruce.  
1993 Finance



architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are:

See Exhibit C

The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to \_\_\_\*% of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.

\*Included in Exhibit C

\*\* 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

## SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

### 6.1. Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

### 6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

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6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of the revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's

\*\*\*The Construction Cost limit for this Project shall be \$1,071,000. Plus \$13,000 in contingencies.

requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER, ENGINEER's cost of such services, all overhead expenses reasonably related thereto and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost.

## SECTION 7 - GENERAL CONSIDERATION

### 7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty 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.

### 7.2. Reuse of Documents.

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

### 7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of

any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

### 7.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

### 7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and 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.

### 7.6. Arbitration.

7.6.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 7.6.3 and 7.6.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 7.6 will be specifically enforceable under the prevailing law of any court having jurisdiction.

7.6.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.6.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \*~~\$200,000~~ (exclusive of interest and costs) and the arbitrators will not have jurisdiction, power or authority to render a monetary award in response thereto against any party which totals more than ~~\$200,000~~ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount of controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs).  
\*The Construction Cost limit.

7.6.4. No arbitration arising out of or relating to, this Agreement may include, by consolidation, joined or in any other manner, any person or entity who is not a party to this Agreement.

7.6.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 7.6.3 and 7.6.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000

(exclusive of interest and costs) or which is with any party not specifically described therein.

7.6.6. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10.11).

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1. This Agreement is subject to the following special provisions.

8.1.1. CDBG Exhibit B-8 "CONTRACT FOR PROFESSIONAL SERVICES PART II - TERMS AND CONDITIONS" must be added at this point.

8.2. The following Exhibits are attached to and made a part of this Agreement.

8.2.1. Exhibit A "Further Description of Basic Engineering Services and Related Matters" consisting of One page~~s~~.

8.2.2. Exhibit B "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of One page~~s~~.

8.2.3.

8.3. This Agreement (consisting of pages 1 to 16, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

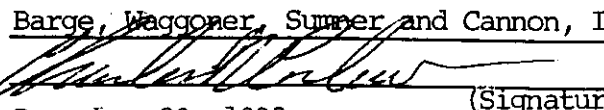
OWNER:

Hamblen County, Tennessee  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Date)

Address for giving notices:

511 W. Second North Street  
Morristown, TN 37814

ENGINEER:

Barge, Waggoner, Sumner and Cannon, Inc.  
  
December 20, 1993  
(Signature)  
\_\_\_\_\_  
(Date)

Address for giving notices:

1135 W. Third North Street  
Morristown, TN 37814

<b>CONTRACT FOR PROFESSIONAL SERVICES PART II - TERMS AND CONDITIONS</b>
--

**SECTION 1    TERMINATION OF CONTRACT FOR CAUSE**

\* If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the CITY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

**SECTION 2    TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

**SECTION 3    CHANGES**

The CITY may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

**SECTION 4    PERSONNEL**

(a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

(b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

(c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**SECTION 5    ASSIGNABILITY**

The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereof: Provided, however, that claims for money by the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

\*"Consultant" shall mean "Engineer". "City" shall mean "County".

## **SECTION 6 REPORTS AND INFORMATION**

The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to the Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

## **SECTION 7 RECORDS AND AUDITS**

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

## **SECTION 8 FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

## **SECTION 9 COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

## **SECTION 10 COMPLIANCE WITH LOCAL LAWS**

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

## **SECTION 11 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the CONSULTANT agrees as follows:

(a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

(b) The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

(c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

(e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### **SECTION 12 CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **SECTION 13 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

(a) No persons in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **SECTION 14 "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

(a) The work to be performed under this Contract is on a project assisted under the State CDBG program which provides federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless

the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### **SECTION 15 INTEREST OF MEMBERS OF A CITY**

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

#### **SECTION 16 INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

#### **SECTION 17 INTEREST OF CONSULTANT AND EMPLOYEES**

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

December 20, 1993  
File 13571-00

**EXHIBIT A  
FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES  
AND RELATED MATTERS**

Listed below are architectural and engineering services to be performed by Barge, Waggoner, Sumner and Cannon, Inc. under this contract:

- |    |  |                       |
|----|--|-----------------------|
| 1. | Basic Engineering Services                                       | \$ 64,000.00 lump sum |
| 2. | Other Engineering Services                                       |                       |
|    | a. Boundary and Topographic Survey                               | \$4,500.00 lump sum   |
|    | b. Geotechnical Services   | \$4,000.00 lump sum   |
| 3. | Resident Project Services (Periodic observation of Construction) | \$12,000.00 lump sum  |

Note: Preliminary research indicates no required reviews by the State Fire Marshal. Therefore, no labor and expenses have been included in any Basic or Additional Services for such costs.



December 20, 1993  
File 13571-00

**EXHIBIT B  
DUTIES, RESPONSIBILITIES AND LIMITATIONS OF  
AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

Resident Project Services will be limited to periodic observation of site and building construction by representatives of the Engineer/Architect. See Exhibit A for associated fees.

EXHIBIT C

BARGE, WAGGONER, SUMNER AND CANNON ENGINEERS • ARCHITECTS • PLANNERS

SUITE 100 • GEORGIAN COURT

135 WEST THIRD NORTH STREET

MOORETOWN, TENNESSEE 37814 • (615) 586-6134

**SCHEDULE OF  
STANDARD CHARGES**

**HOURLY-RATE BASIS**

Hourly Rates:

Principals of the Firm	\$90 to \$160/hr
Principal Engineer, Planner, or Architect	60 to 110/hr
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	40 to 80/hr
Graduate Engineer, Designer, or Supervisor	30 to 60/hr
CAD/D Technician	25 to 50/hr
Drafter, Technician, Secretary, etc.	20 to 45/hr
4-Man Survey Party	70 to 95/hr
3-Man Survey Party	55 to 75/hr
2-Man Survey Party	40 to 60/hr
Construction Representative	20 to 50/hr

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

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

- a. Travel by company or private vehicle at 30 cents per mile.
- b. Rental of electronic data collector at \$15 per hour.
- c. Use of microcomputers with plotters at \$20 per hour (excluding operator).
- d. General computer usage for engineering design and analysis at \$10 per hour (excluding operator).
- e. Use of Computer Aided Design and Drafting (CAD/D) at \$25 per hour (excluding operator).
- f. In-house printing, reproduction, photography, and computer service charges at commercial rates.
- g. Travel and living expenses at cost for all personnel when required to be away from headquarters in connection with the work.

Statements will be issued on a monthly basis.

Standard terms: 1 percent discount if paid within 10 days from date of statement, net 30 days. A service charge of 1 1/2 percent (18 percent per annum) will be added on all accounts outstanding over 30 days from date of invoice.

Effective November 22, 1993

AAEE • ACEC • APWA • ARTBA • ASCE • AWWA • NSPE • SAME • WPCF

December 20, 1993  
File 13571

**EXHIBIT D**  
**PRELIMINARY SCHEDULE\***

Begin Design Activities	January 3, 1994
Plans and Specs submitted to ECD	March 18, 1994
Advertise Project	April 24, 1994
Begin Construction	June 1, 1994
Fair Housing Activity Completed (by E.T.D.D.)	July 1, 1994
Building Ready for Occupancy	March 1, 1995
All Project Activities Complete	March 31, 1996

\* Dates provided are for planning purposes. Actual dates are subject to responsiveness of review periods by Owner, Tenant and ECD.

EXHIBIT E

PROPOSED HAMBLEN COUNTY HEALTH DEPT. W/ TENANT ADDITION

15-Dec-93

PROPOSED HAMBLEN COUNTY HEALTH DEPARTMENT PRELIMINARY COST STUDY	CDBG BUDGET (APPROVED)	*ADD SECOND FLOOR AND ROAD	PROJECTED TOTALS
CONSTRUCTION	\$478,500.00	\$592,500.00	\$1,071,000.00
DESIGN	\$36,000.00	\$28,000.00	\$64,000.00
CONSTRUCTION INSPECTION	\$8,000.00	\$4,000.00	\$12,000.00
SURVEYS	\$3,000.00	\$1,500.00	\$4,500.00
GEOTECHNICAL	\$3,000.00	\$1,000.00	\$4,000.00
LEGAL	\$1,000.00	\$0.00	\$1,000.00
ADMINISTRATIVE	\$6,000.00	\$0.00	\$6,000.00
ENVIRONMENTAL REVIEW	\$1,500.00	\$0.00	\$1,500.00
CONTINGENCY	\$10,000.00	\$3,000.00	\$13,000.00
<b>TOTALS:</b>	<b>\$547,000.00</b>	<b>\$630,000.00</b>	<b>\$1,177,000.00</b>

\* NO TENANT PROGRAM AVAILABLE FOR THIS COST STUDY.  
 PROJECTED COSTS BASED ON SIMILAR CONST. TYPES.  
 INCLUDES NEW ROAD ADJACENT TO LIBRARY.

HCHDCOST.WK3

FILE NO. 13571

OVERTIME PAYMENT-CHEROKEE PARK

The chairman of the court requested Paul Bruce and the county attorney look into any overtime pay due to the people who work at Cherokee Park.

REZONING REQUESTS

Motion by Joe Spoons, seconded by Herbert Harville to approve the following rezoning requests.

Voting for: all  
Voting against: none

RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING PARCEL 050.00 \_\_\_\_\_ OF THE Charles W. Kimbrough, Jr. PROPERTY LOCATED ON \_\_\_\_\_ 2055 Sulphur Springs Rd. \_\_\_\_\_.

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from A-1 to I-1 on Parcel 050.00 \_\_\_\_\_ owned by Charles W. Kimbrough, Jr. \_\_\_\_\_; and

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from A-1 to I-1 according to the attached map.

Motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_.

Voting For:

Voting Against:

ATTEST:

\_\_\_\_\_

AUTHENTICATED  
Samuel Ford

DATE:

\_\_\_\_\_

RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING PARCEL 037.13 & 037.15 OF THE American Plastics Profiles Inc./Donald Wagner PROPERTY LOCATED ON 2121 S. Economy Rd.

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from A-1 to I-1 on Parcel 037.13 & 037.15 owned by American Plastics Profiles Inc./Donald Wagner; and

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request:

NOW THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from A-1 to I-1 according to the attached map.

Motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_.

Voting For:

Voting Against:

ATTEST:

\_\_\_\_\_

AUTHENTICATED:

Stanisl Ford

DATE:

\_\_\_\_\_

RETIREMENT

Motion by Bud Jones, seconded by Willie Osborne that the following resolution be approved:

RESOLUTION  
5% Benefit Improvement

A RESOLUTION to authorize certain active and retired members of the Tennessee Consolidated Retirement System and the Superseded State Retirement System to receive the five percent (5%) base retirement benefit increase adopted by the Board of Trustees of the Tennessee Consolidated Retirement System pursuant to Tennessee Code Annotated, Section 8-36-124.

WHEREAS, Tennessee Code Annotated, Section 8-36-124 authorized the Board of Trustees of the Tennessee Consolidated Retirement System to increase the base retirement benefit of certain active and retired state employees and teachers; and

WHEREAS, the Board of Trustees of the Retirement System adopted a five percent (5%) base retirement benefit increase to be effective for said state employees and teachers on January 1, 1994; and

WHEREAS, the governing body of any employer participating in the Tennessee Consolidated Retirement System pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 2 may pass a resolution authorizing the five percent (5%) base retirement benefit increase for its active and retired employees who are receiving or will receive a retirement benefit as a member in any of the following groups and systems: Group 1 of the Tennessee Consolidated Retirement System, Group 2 of the Tennessee Consolidated Retirement System, or the Superseded State Retirement System; and

WHEREAS, the total liability for authorizing such increase for eligible retired and active employees of HAMBLEN CO COURTHOUSE is \$655,480 .

NOW, THEREFORE, BE IT RESOLVED, that having reviewed the liability associated with granting such an increase, the Hamblen County Commission (Name of Governing Body) of HAMBLEN CO COURTHOUSE, Tennessee hereby authorizes its active and retired employees who are members in the groups and systems referenced above to receive the five percent (5%) base retirement benefit increase authorized by the Board of Trustees of the Tennessee Consolidated Retirement System effective the first business day of the month following the Retirement System's receipt of the resolution, and hereby accepts the liability therefor.

Voting for: all

Voting against: none

HEALTH INSURANCE BALLOT

Motion by Bud Jones, seconded by Herbert Harville that the following ballot be voted on by the county executive (extend retiree coverage , alternative two) for health insurance for retirees.

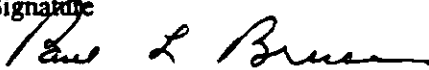
Voting for: all  
Voting against: none

**LOCAL GOVERNMENT HEALTH INSURANCE  
RETIREE COVERAGE BALLOT**

PLEASE PRINT

ORGANIZATION			
Name	Hamblen County		Agency Head Paul L. Bruce
Street Address	511 W Second North St		Title County Executive
City	Morristown	State TN	Zip 37814
			Phone 615-586-1931

Please indicate your preference by placing an "X" in the box beside either Alternative One or Alternative Two and return the ballot to the Division of Insurance Administration, 1400 Andrew Jackson Building, 500 Deaderick Street, Nashville, Tennessee 37243-0295 no later than January 5, 1994.

<input type="checkbox"/> ALTERNATIVE ONE - VOLUNTARY PARTICIPATION				
Your agency's total monthly premiums would increase each July 1 based upon the percentages shown below. This will be in addition to any increases to premium determined by the Insurance Committee to fund the plan. The following example uses 1993-94 fiscal year premiums to illustrate how your agency's premium would have increased under this option. The actual increase will be based on 1994-95 fiscal year premiums.				
----- EXAMPLE -----				
Proportion of Retirees	Less than 3%		3% - 6%	More than 6%
Adjustment Factor	102%		105%	107%
FY 93-94 Premium				
Single (\$161.58)	\$164.81		\$169.66	\$172.89
Family (\$403.43)	\$411.50		\$423.60	\$431.67
The number of retirees would be reported each year by the LGA for a July 1 rate adjustment.				
<input checked="" type="checkbox"/> ALTERNATIVE TWO - EXTEND RETIREE COVERAGE TO ALL GROUPS				
Coverage added to all groups with a one-time adjustment factor of 2.3% for fiscal year 1994-95. Thereafter, plan experience will determine rates.				
----- EXAMPLE -----				
FY 93-94 Premium				
Single (\$161.58)	\$161.58	x	102.3%	= \$165.30
Family (\$403.43)	\$403.43	x	102.3%	= \$412.71
Agency Head Signature				Date
				12-23-93

If you have any questions call John Anderson at (800) 253-9981.



Motion by Larry Baker, seconded by Frank Parker that the following resolution be approved.

RESOLUTION REQUESTING THE STATE OF  
TENNESSEE DEPARTMENT OF TRANSPORTATION  
TO MAKE IMPROVEMENTS TO SR 113 AND  
SR 344 IN HAMBLLEN AND HAWKINS COUNTIES

WHEREAS, the intersection of State Routes 113 and 344 at the Hamblen-Hawkins County line consists of a very dangerous curve. This highway carries a high volume of daily traffic and several school buses; and

WHEREAS, numerous accidents have occurred on this section of highway and has prompted the landowners to agree to donate the needed property necessary to eliminate the curve; and

WHEREAS, SR 344 just east of Russellville in Hamblen County contains a bridge 19' wide by 19'6" long and is posted with a 10 ton load limit; and

WHEREAS, Youngs Furniture Company is a Hamblen County industry located near the Hamblen-Hawkins County line and has about 125 employees; and

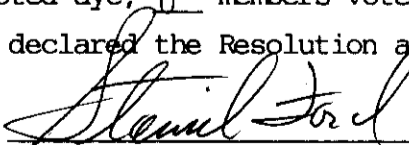
WHEREAS, the aforesaid furniture company is compelled to travel narrow county roads for tractor-trailer transportation due to the restrictions on SR 344; and

WHEREAS, citizens in Hamblen County residing on the county roads used by tractor-trailers have expressed numerous concerns about this type vehicles having to use the roads in front of their homes.

NOW, THEREFORE BE IT RESOLVED by the Hamblen County Board of Commissioners, meeting in regular session on this 20th day of December, 1993, THAT:

1. The Tennessee Department of Transportation take action to rework the SR 113 and SR 344 intersection.
2. The Tennessee Department of Transportation construct a new bridge on SR 344, east of Russellville, that will accomodate the local industry's need for tractor-trailer traffic.
3. This request be, and is hereby made, as a joint request with the Hawkins County Board of Commissioners for said improvements.

Thereupon, 14 members voted aye; 0 members voted nay;     members were absent. The Chair declared the Resolution adopted.

  
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Countyt Clerk

BOARD OF ZONING APPEALS SALARY

Motion by Guy Collins, seconded by Joe Spone that the board of zoning appeals members be paid \$50.00 per month.

Voting for: all

Voting against: none

THEREUPON, MEETING ADJOURNED.