

August 29, 2023

Mr. Chico Messer  
Assistant Highway Superintendent  
Blount County Highway Department  
1227 McArthur Road  
Maryville, Tennessee 37804

RE: Proposal for Intersection Construction Plans  
E. Broadway Avenue (TN 33) at Old Knoxville Pike  
Blount County, Tennessee

Dear Mr. Messer:

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to submit this proposal to provide professional engineering services for the referenced intersection, which is located in the Eagleton Village Community of Blount County. CCI was previously contracted with Blount County to produce a Traffic Impact Study (TIS) for this area to determine impacts associated with converting the Eagleton Middle School into Eagleton College and Career Academy as well as determining the impact of redeveloping Eagleton Ballpark. The results of the TIS recommended a roundabout at the intersection of E. Broadway Avenue at Old Knoxville Pike.

This project consists of the survey and design plans for the construction of a roundabout and minor realignment of E. Broadway Avenue (TN 33) at Old Knoxville Pike. The roundabout will be accessed by two legs of E. Broadway Avenue, one leg of Old Knoxville Pike. As currently proposed, the western leg of Old Knoxville Pike will not be incorporated into the roundabout. These construction plans will utilize the conceptual layout as recommended in the TIS as the starting point for this project.

The scope of services to be provided by CCI include survey, engineering design, preparation of ROW/easement documents (if necessary), contract documents with bid specifications, permitting and construction drawings in accordance with Blount County and TDOT standard guidance. The following Scope of Work outlines the tasks to be performed under this contract.

**SCOPE OF WORK – BASIC SERVICES:**

**Task 1 – Field Surveying – \$35,000**

1. Right-of-Way Survey, including property owner research
2. Topographic Survey, including planimetric and utilities

**Task 2 – Project Design – \$158,500**

1. Milestone progress meetings with Blount County & TDOT representatives
2. Plan Submittals
  - a. Concept Plans – 10%
  - b. Preliminary Plans – 40%
  - c. Right-of-Way Plans – 70%

- i. Estimate of probable construction cost
- ii. Property Acquisition maps and table
- iii. Permits (if applicable) – TVA, USACE, TDEC ARAP/SWPPP
- iv. Utility Coordination
- v. Eagleton Ballpark coordination
- vi. Legals
- d. Construction Plans – 90%
  - i. Intersection Lighting Plans
- e. Final Construction Plans – 100%
  - i. Final Estimate of probable construction cost

**3. Bid Administration and Specifications – \$5,000**

- a. Construction Set for Bid Administration
- b. Attend Pre-Bid Meeting and Respond to Questions

At this time, we have not included the following services in this proposal:

- 1. Utility Design and Relocation;
- 2. Subsurface investigation, Environmental Testing, including pavement design;
- 3. Structural and/or Geotechnical Engineering Design;
- 4. Construction Stakeout Services;
- 5. Construction Engineering Inspections;
- 6. Permitting fees and reprographics associated with bid documents;
- 7. Other items not included above.

Based upon our understanding of the above scope of services, we propose an overall project budget **\$198,500**. A detailed record of time and expenses will be kept using the above budget and CCI will bill lump sum on a monthly basis based on percent complete. In the unforeseen event the scope of services changes requiring an amended budget, a revised proposal will be submitted for your approval prior to proceeding.

If the proposed scope of services, budget, and other provisions of this proposal are acceptable, please sign in the space provided below and return one copy for our records.

Please do not hesitate to give me a call if you have any questions or require additional information.

Sincerely,

*Wesley Stokes*

Wesley Stokes, P.E.  
Project Manager

*Tim F. Tucker*

Timothy Tucker, P.E.  
Chief Operations Officer

AUTHORIZATION TO PROCEED:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## **STANDARD TERMS AND CONDITIONS**

**PROJECT:** Intersection Construction Plans  
E. Broadway Avenue (TN 33) at Old Knoxville Pike  
Blount County, Tennessee

**CLIENT:** Mr. Chico Messer  
Assistant Highway Superintendent  
1227 McArthur Road  
Maryville, TN 37804

### **1. ACCESS TO THE SITE / JOBSITE SAFETY:**

Unless otherwise stated, CANNON & CANNON, INCORPORATED, hereinafter referred to as the CONSULTANT will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities but has not included in the project fee the cost of restoration of any damage.

The CLIENT understands that the CONSULTANT has not been retained and is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction related activities, nor jobsite safety. The CONSULTANT will not be responsible for any losses or injuries that occur at the Project site.

### **2. INDEMNIFICATIONS:**

If any claim is brought against either the CLIENT or the CONSULTANT by any third party, relating in whole or in part to the negligence of the CLIENT or the CONSULTANT, each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.

The CONSULTANT is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

### **3. INSURANCE:**

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CONSULTANT from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

### **4. RISK ALLOCATION / LIMITATION OF LIABILITY:**

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of the CONSULTANT'S fee or Fifty Thousand (\$50,000) dollars, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. This limitation just affects direct liability between CONSULTANT and CLIENT and does not affect the indemnification identified in section no. 2 above when a claim is made by a third party, resulting in an indemnity obligation.

### **5. OWNERSHIP AND REUSE OF DOCUMENTS:**

All drawings, specifications (i.e., the Contract Documents) and other work products of the CONSULTANT pursuant to this Agreement shall remain property of the CONSULTANT and are instruments of service in respect to the Project only. They are not intended or represented to be suitable for reuse by the CLIENT or

others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT; and the CLIENT shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the CONSULTANT to further compensation.

#### **6. OPINIONS OF CONSTRUCTION COST:**

Any opinion of probable construction cost prepared by the CONSULTANT represents the CONSULTANT'S judgment as design professionals and is supplied for general guidance of the CLIENT. Since the CONSULTANT has no control over the construction marketplace, the CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.

#### **7. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:**

Where it is understood and agreed to that said Agreement does not include project observation or the review of the Contractor's performance or any construction phase services, the CLIENT shall be responsible at their sole discretion for such services. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

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

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for these services as provided for in the Agreement.

#### **8. OTHER CONDITIONS:**

Not Applicable

#### **9. TERMINATION:**

The obligation to provide further services under this Agreement may be terminated without cause by either party upon seven (7) days written notice. On termination by either the CLIENT or the CONSULTANT, the CLIENT shall pay the CONSULTANT with respect to any services performed to the date of termination (including all reimbursable expenses incurred).

#### **10. DISPUTES RESOLUTION:**

It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its rights would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.

#### **11. GOVERNING LAW:**

Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Tennessee.

END OF TERMS AND CONDITIONS