



September 20, 2023

**VIA ELECTRONIC MAIL:**      [mwhite@mtjuliet-tn.gov](mailto:mwhite@mtjuliet-tn.gov)

Mr. Matt White  
Director - Public Works  
City of Mt. Juliet  
71 E Hill Street  
Mt. Juliet, TN 37122

**RE:    ADDENDUM #1  
         SERVICES RELATED TO TRAFFIC SIGNAL INSTALLATION  
         MT. JULIET, TENNESSEE  
         RAGANSMITH JOB# 23-0161**

Dear Matt,

**Ragan-Smith-Associates, Inc. (RaganSmith)** is pleased to offer this addendum to professional services outside the Scope of Services within the original contract dated May 4, 2023. Your acceptance of this addendum acknowledges that the attached *Contract Terms and Conditions (Project Specific for City of Mt. Juliet)* are agreeable and are incorporated by reference.

#### **ADDENDUM SCOPE**

##### **CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES**

**RaganSmith** will provide construction engineering & inspection (CEI) services in coordination with the Public Works Director and other Public Works staff for new traffic signal installation. CEI services will be provided to meet the requirements of the Authorities Having Jurisdiction (AHJ) including the City of Mt. Juliet and/or Tennessee Department of Transportation (TDOT).

#### **COMPENSATION**

**RaganSmith** will provide the above Scope of Services for the following ***lump sum fees (unless noted otherwise)***:

**Construction Engineering & Inspection (CEI) Services**.....\$60,000.00

The above scope and fees are in addition to the original contract fees and any other previously issued addendums. All other terms and provisions of the referenced original contract and/or addendums shall remain in full force and effect.

#### **NASHVILLE**

315 Woodland Street  
P.O. Box 60070  
Nashville, TN 37206  
(615) 244-8591

#### **MURFREESBORO**

1500 Medical Center Parkway  
Suite 2 J  
Murfreesboro, TN 37129  
(615) 546-6050

#### **CHATTANOOGA**

1410 Cowart Street  
Suite 200  
Chattanooga, TN 37408  
(423) 490-9400



We appreciate the opportunity to provide this proposal to you. If you agree to the terms, please sign, and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,

**RAGAN-SMITH-ASSOCIATES, INC.**

Kenneth E. Freer, P.E., CPESC  
CEI Practice Leader

Scott M. Niesen, P.E.  
Vice President

KEF/SMN:djb

Attachment

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed / Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACT TERMS AND CONDITIONS  
(PROJECT SPECIFIC FOR CITY OF MT. JULIET)**



**SCHEDULE OF SERVICES AND EXPENSES** - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

**PROFESSIONAL SERVICES**

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$255.00
Senior Project Manager	225.00
Senior Design Manager	225.00
Project Manager	200.00
Design Manager	200.00
Professional Engineer	175.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Professional Landscape Architect	\$160.00
Professional Land Surveyor	155.00
Planner	155.00

**TECHNICAL SERVICES**

<b>Classification</b>	<b>Hourly Rate</b>
Senior Designer	\$150.00
Senior Technician	145.00
Designer	125.00
Technician	125.00
Administrative Assistant	95.00

**FIELD SURVEY SERVICES**

<b>Classification</b>	<b>Hourly Rate</b>
Survey Manager	\$155.00
One Man Survey Crew	160.00
Two Man Survey Crew	215.00
Three Man Survey Crew	270.00
3-D Laser Scanning Survey Crew	295.00
Unmanned Aircraft Crew	320.00

**CONSTRUCTION SERVICES**

<b>Classification</b>	<b>Hourly Rate</b>
Construction Manager	\$190.00
CEI Resident Engineer	165.00
Asphalt/Concrete Plant Manager	140.00
Senior Inspector	130.00
CEI Contract Specialist	120.00
Inspector	105.00

**EXPENSES**

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

**PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT** – Ragan-Smith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

**STANDARD OF CARE** – RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

**CONCEALED OR UNKNOWN CONDITIONS** – If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

**OPINIONS OF COST** – When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

**SITE ACCESS** – Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

**JOB SITE SAFETY** - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

**INSURANCE** – RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

**PAYMENT TERMS** – Client will be invoiced once each month for services performed during the preceding period. The terms of this Agreement are not based upon Client's financing or loan terms. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. Non-payment of invoices may result in work stoppage or delay.

**LIEN RIGHTS** – The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

**DISPUTE RESOLUTION/MEDIATION** – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

**TERMINATION** – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

**APPLICABLE LAW AND VENUE** – The construction and validity of this Agreement shall be governed by the laws of the State of Tennessee.