

**ATTACHMENT 2025-1
TO
MASTER AGREEMENT
DATED DECEMBER 26, 1984**

Attachment to the Master Agreement for Professional Engineering Services between the City of Mt. Juliet and Water Management Services, LLC, Consulting Engineers, 2 International Plaza; Suite 401, Nashville, Tennessee 37217.

This **Attachment** is entered into on the _____ day of _____, 2025 by and between Water Management Services, LLC, herein called the "**ENGINEER**" and the City of Mt. Juliet, herein called the "**OWNER**".

WITNESSETH:

WHEREAS, the **OWNER** desires to construct a new wastewater pumping station and force main for the conveyance of flows from the Benders Ferry Road area to the Stoners Creek Interceptor Sewer; and

WHEREAS, services to be performed by the **ENGINEER** shall include design and preparation of construction plans, specifications, along with supporting design documentation for the pump station and force main for review and approval of the project by the Tennessee Department of Environment and Conservation;

NOW, THEREFORE, for and in consideration of certain compensation provisions hereinafter specified, the **ENGINEER** agrees to do, at their own cost and expense, the engineering services as hereinafter specified in this **Attachment**.

SECTION I - BASIC SERVICES OF ENGINEER

Services performed by the **ENGINEER** under this **Attachment** may include the engineering services as hereinafter specified under the following Divisions of this Attachment.

BASIC ENGINEERING SERVICES

Design, Contract Drawings, Specifications and Other Contract Documents, and Contract Procurement

Under this Division, the **ENGINEER** shall provide the following:

1. Design and preparation of plans and specifications for the project as set forth herein before;
2. Coordination and permitting of all stream crossings and other utility crossings;
3. Detailed field surveying and verification of all utilities;
4. Preparation of **Engineer's** estimate based on completed plans;
5. Upon review and approval by the **OWNER**, submittal of the plans and specifications to the Tennessee Department of Environment and Conservation (TDEC);
6. Assisting the **OWNER** in procurement of construction contracts;

CONSTRUCTION SERVICES

Contract Monitoring during Construction Period

Under this Division and upon execution of construction contract for work designed under Division set forth above, the **ENGINEER** shall provide the following services:

1. General contract monitoring of the project for conformity to Contract Documents including periodic site visits to confer with the **OWNER**, the **ENGINEER's** field project representative and the Contractor on construction progress and/or problems.
2. Review all submittals for materials to be incorporated into the work;
3. Assisting in the preconstruction conferences to include discussions of the following:
 - a. Responsibilities of the **OWNER**, Contractors, Resident Engineer, and other involved parties;
 - b. Performances and payment schedules;
 - c. Compliance with Federal and State laws, and local regulations;
 - d. Records to be maintained by **OWNER**, Inspectors, and contractors,
 - e. Project changes, including time of completion, change orders, project scope, etc.
 - f. Preparation of field "Record Drawings" of the completed work.
4. Keeping the Owner fully informed as to the progress of construction, providing, at a minimum, written semi-monthly status reports and recommending to the **OWNER** inspection staffing requirements;
5. Reviewing of Contractor's submittals and shop drawings on materials to be incorporated in these projects;
6. Preparing change orders required to adjust the drawings and specifications to actual conditions as the project progresses;
7. Reviewing and processing periodic payment requests made by the Contractor;
8. Providing, if required, regulatory agencies or other involved parties with required project status reports; and
9. Conducting a final inspection of the project and making recommendations concerning acceptance of the projects by the **OWNER**;

SECTION II - PERIODS OF SERVICE

The **ENGINEER** agrees to complete the services under **SECTION I - BASIC SERVICES OF ENGINEER** delineated within the periods set forth herein.

ENGINEERING SERVICES	START	COMPLETION
Design Phase	Date of Attachment	360 days
Pre Construction Phase	*	*
Construction and Post Construction Phase	*	*
* - To be established by the construction schedule		

SECTION III – COMPENSATION

Compensation for services shall be at the hourly rates from the current Schedule of Fees. The total amount of compensation for engineering services shall not exceed the amount calculated using U.S. Department of Agriculture - Rural Development (USDA - RD) fee schedule. For budgetary purposes, a breakdown of these estimated fees are as follows:

The **ENGINEER** shall submit monthly billings as progress is made on the project. These will be based on the **ENGINEER'S** estimate of the proportion of the total services actually completed at the time of the billing.

Division of Engineering Services	Basis of Fee	Estimate "Not-to Exceed" Fee Amount
Division		
Final Design Phase	Hourly Rates	\$504,000
Division		
Preconstruction Phase	Hourly Rates	\$67,200
Division - Construction		
Contract Monitoring	Hourly Rates	\$100,800

SECTION IV – TERMINATION

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no termination may be affected unless the other party is given not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Lack of orderly progress of an assignment caused by the **ENGINEER** shall constitute substantial failure.

This Agreement may be terminated in whole or in part in writing by the **OWNER** for its convenience, provided that the **ENGINEER** is given (1) not less than ten (10) calendar days' written notice of intent to terminate.

In the event of termination, the **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed in accordance with this Agreement. The **OWNER** shall have the right to the use of Documents following final payment.

SECTION V – LIMIT OF LIABILITY

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and to **OWNER** and anyone claiming by, through, or under the **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** shall not exceed the total compensation received by **ENGINEER** under this Agreement.

To the fullest extent permitted by Laws and Regulations, **OWNER** shall indemnify and hold harmless **ENGINEER** from and against any and all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of **OWNER** or **OWNER'S** officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the **OWNER** with respect to this Agreement or to the Project. Nothing in this agreement shall be construed as a waiver of any defenses, immunities or liability limits that **OWNER** may have under the Tennessee Governmental Liability Act or other applicable law.

SECTION VI - GENERAL TERMS AND CONDITIONS

The **OWNER** and the **ENGINEER** bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement, and neither the **OWNER** nor the **ENGINEER** shall assign, sublet or transfer his interest in this Agreement without written consent of the other. It is understood and agreed that minor changes in the Partnership of the **ENGINEER** shall not operate to cancel this Agreement.

IN WITNESS THEREOF, the parties have made and executed this Amendment to the Master Agreement as of the day and year first above written.

OWNER: CITY OF MT. JULIET

Recommended:

Shane Shamanur, Director - Engineering
Department of Public Works

Approved:

Kenny Martin, City Manager
City of Mt. Juliet

BY: _____
James Maness, Mayor

ENGINEER: WATER MANAGEMENT SERVICES, LLC

BY:  _____
Steven M. Jones, Partner

WITNESS:  _____
Roger Boyers, Partner

Rural Development FmHA FEE SCHEDULE

NET CONSTRUCTION COST	TABLE I	TABLE III
	BASIC DESIGN PERCENTAGE FEE	RESIDENT INSPECTION PERCENTAGE FEE
100,000	14.00%	13.00%
200,000	12.20%	10.40%
300,000	11.25%	8.80%
400,000	10.70%	8.00%
500,000	10.30%	7.40%
600,000	9.73%	6.80%
700,000	9.45%	6.40%
800,000	9.20%	6.00%
900,000	9.00%	5.80%
1,000,000	8.85%	5.60%
2,000,000	7.65%	4.60%
3,000,000	7.22%	4.00%
4,000,000	6.90%	3.70%
5,000,000	6.75%	3.50%
6,000,000	6.65%	3.32%
7,000,000	6.55%	3.20%
8,000,000	6.45%	3.12%
9,000,000	6.40%	3.05%

Client: City of Mt. Juliet
 Project: Equalization Basin
 No.:

ESTIMATED PROJECT CONSTRUCTION COSTS:		\$10,500,000
ESTIMATED % FEE FOR DESIGN SERVICES	6.40%	
ESTIMATED FEE FOR DESIGN SERVICES		\$672,000
Design Phase @ 75%		\$504,000
Preconstruction Phase @ 10%		\$67,200
Contract Monitoring @ 15%		\$100,800
Total Engineering Fees		\$672,000