



# Certification of Consultant

I hereby certify that I am the \_\_\_\_\_ and duly authorized  
(title)  
 representative of the firm of \_\_\_\_\_,  
(firm name)  
 whose address is \_\_\_\_\_,  
(firm address)  
 and

That, except as expressly stated and described herein, neither I nor the firm of  
 \_\_\_\_\_ has, in connection with its contract with  
(firm name)  
 \_\_\_\_\_, entered  
(utility name)  
 into pursuant to provisions of an agreement between the aforementioned utility and the  
 State of Tennessee, as a part of Federal-aid project \_\_\_\_\_.  
(project number)

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an expense or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, or organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exception, if any):

I acknowledge that this certificate is to be furnished to the State highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)



# Memorandum of Understanding (For Consultant Engineering Services)

It is agreed hereto by and between the parties as follows:

The Utility and Consultant shall follow the procedures for the "Use of Consultant Engineers by Utilities" as outlined in the current issue of the Department's Standard "Utility Procedures Manual, Section 2.1 and 2.2."

All plans and adjustments, reallocations or locations of utilities within highway rights-of-way will conform to the current issue of the Department's "Rules and Regulations for Accommodating Utilities Within Highway Rights-of-way" and amendments thereto.

If the Engineer finds that it is necessary to increase the ceiling amount of the estimated engineering fee, or any part thereof, the Utility shall make a written request to the State setting forth the anticipated overrun by category of engineering services and the reasons for the overrun, subject to the approval of the State prior to incurring such costs. The profit figure as shown on the engineer's estimate will not be changed unless the scope of the work is changed. No increase shall be binding upon the State unless written prior approval is given by the State.

The plans and estimate shall be completed and submitted for review and approval in accordance with the State's project schedule. Failure of the Utility and/or the Consultant Engineer to meet the State's schedule shall result in damages assessed against the Utility in the amount of \$200.00 per working day.

The standard Certification of Consultant Form, the estimate of engineering fees and a statement of the scope of work involved are attached hereto and made a part of this memorandum.

\_\_\_\_\_  
Utility

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Utility Signature

\_\_\_\_\_  
Consultant Engineer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Consultant Signature

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
State Utilities Office