

CONTRACT AND AGREEMENT
BETWEEN OWNER AND ENGINEER/ARCHITECT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 6th day of September 2024, by and between the City of Crossville, 392 N. Main Street, Crossville, TN 38555 (OWNER), and CT Consultants, Inc., 2964 Sidco Drive, Nashville, TN 37204 (ENGINEER/ARCHITECT), for the following PROJECT:

**INTERCHANGE BUSINESS PARK IMPROVEMENTS
700 INTERCHANGE DRIVE, CROSSVILLE, TN 38555**

NOW THEREFORE, the OWNER and the ENGINEER/ARCHITECT, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by the ENGINEER/ARCHITECT and payment for those services by the OWNER as set forth below:

THE OWNER WILL:

1. Provide full information as to his requirements for the PROJECT;
2. Assist the ENGINEER/ARCHITECT by placing at his disposal all available information pertinent to the PROJECT;
3. Guarantee access to and make all provisions for the ENGINEER/ARCHITECT to enter upon private property as required to perform his services under this Agreement;
4. Provide all legal, accounting, and insurance counseling services, soil reports, laboratory tests, and governmental permits necessary for the PROJECT;
5. Give prompt written notice to the ENGINEER/ARCHITECT whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect the ENGINEER/ARCHITECT'S performance of services under this Agreement; and
6. Compensate the ENGINEER/ARCHITECT for services rendered under this Agreement.

THE ENGINEER/ARCHITECT WILL:

1. Perform professional services in a timely manner in connection with the PROJECT as described Exhibit "A" CT Engineering Proposal dated September 6, 2024.
2. Provide additional services when requested and authorized by the OWNER

GENERAL PROVISIONS

1. Ownership of Documents

All calculations, drawings, specifications and other work products, whether in hard copy or information on electronic media, of the ENGINEER/ARCHITECT for this PROJECT are instruments of service for this PROJECT only and shall remain the property of the ENGINEER/ARCHITECT whether the PROJECT is completed or not. Reuse of any of the instruments of service of the ENGINEER/ARCHITECT by the OWNER, or extensions of this PROJECT or any other project is expressly prohibited without written approval by the ENGINEER/ARCHITECT.

CADD Files: Any use or reuse by the OWNER or others without written verification by the ENGINEER/ARCHITECT or CADD adaptation for the specific purpose intended will be at the OWNER'S risk and full legal responsibility. Furthermore, the OWNER will, to the fullest extent permitted by law, indemnify and hold the ENGINEER/ARCHITECT harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any such adaptation by the OWNER will entitle the ENGINEER/ARCHITECT to additional compensation at his current rate.

Because data stored on electronic media can deteriorate undetected or be modified without the ENGINEER/ARCHITECT'S knowledge, the OWNER agrees that the ENGINEER/ARCHITECT cannot be held liable for the competence or correctness of the electronic data after an acceptance period of 30 days from delivery of the electronic files.

2. Termination

This Agreement may be terminated by either party by thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this agreement is terminated, the ENGINEER/ARCHITECT shall be paid for all services performed to the termination date.

3. Standard of Care

The ENGINEER/ARCHITECT'S services as defined herein shall be performed in accordance with the professional engineering/architectural standard of care prevailing at the time and same locality the Services are provided. The OWNER agrees to notify the ENGINEER/ARCHITECT in writing of any problems that arise during the course of this Project and allow the ENGINEER/ARCHITECT to recommend solutions to the problems. If the OWNER proceeds to implement a remedy to a problem without written notification to the ENGINEER/ARCHITECT, the OWNER does so at his own risk and shall have no recourse to ENGINEER/ARCHITECT for any damage or relief.

The OWNER shall add similar language to his contract with the Contractor and/or subcontractor(s) that also notifies the Contractor and/or subcontractor(s) that such procedure shall be followed by the Contractor and/or subcontractor(s) who shall give written notice to all problems to the Owner.

4. Disputes

Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by arbitration or mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

5. Insurance

The ENGINEER/ARCHITECT shall acquire and maintain statutory workmen's compensation insurance coverage, comprehensive general liability insurance coverage, and professional liability insurance coverage. The OWNER agrees to limit the ENGINEER/ARCHITECT'S liability to the OWNER and to all Construction Contractors and Subcontractors on the PROJECT, due to the ENGINEER/ARCHITECT'S professional negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER/ARCHITECT to those named shall not exceed fifty thousand (\$50,000) dollars or the ENGINEER/ARCHITECT'S total fee charged for services rendered on this PROJECT, whichever is greater, unless an additional fee based on the liability amount requested is paid to the ENGINEER/ARCHITECT prior to the commencement of work by the ENGINEER/ARCHITECT.

6. Disclaimer: Asbestos, Hazardous Waste, Pollution, & Mold

The ENGINEER/ARCHITECT hereby states, and the OWNER acknowledges, that the ENGINEER/ARCHITECT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services related to asbestos, hazardous wastes, pollutions, or to mold. The ENGINEER/ARCHITECT further acknowledges he will not perform work in these areas and if an asbestos, hazardous wastes, pollutions, or mold problem is identified on the OWNER'S site, a qualified consultant will be required. Accordingly, the OWNER hereby agrees to bring no claim for negligence or breach of contract against the ENGINEER/ARCHITECT.

7. Opinions of Costs

Since ENGINEER/ARCHITECT 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/ARCHITECT'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER/ARCHITECT'S best judgment; but ENGINEER/ARCHITECT cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions or probable cost prepared by ENGINEER/ARCHITECT. If, prior to the Bidding or Negotiating Phase, the OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent Cost Estimator.

8. Site Observation

Notwithstanding anything, to the contrary which may be contained in this agreement, the ENGINEER/ARCHITECT shall not have control and shall not be responsible for the means, methods, techniques, sequences or procedure or construction or illegal disposal of construction debris nor shall the ENGINEER/ARCHITECT be responsible for the acts or omissions of the owner. ENGINEER/ARCHITECT shall not be responsible for the failure of the owner, any third-party architect or engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents or any other agreement concerning the project.

PAYMENTS TO THE ENGINEER/ARCHITECT

In accordance with the Terms and Conditions of this Agreement, the OWNER shall compensate the ENGINEER/ARCHITECT Zero dollars (\$0.00) prior to commencement of work on this PROJECT and to pay all balances due to ENGINEER/ARCHITECT when ENGINEER/ARCHITECT delivers monthly and final billing to OWNER or his agent.

CT's fees for the above scope of services are as follows:

Construction Drawings, Permitting Assistance & Bidding	\$265,000.00 Lump
Construction Administration (Budget)	\$ 35,000.00 (T&E)
Reimbursables	Cost + 10%

Please note that our professional service fee does not include any permits, submittals, review fees or reimbursable expenses such as prints, postage and mileage. Reimbursable expenses will be billed at cost plus 10%.

Any Additional Services can be performed upon request for a pre-determined Lump Sum Fee or on a Time and Expenses basis and will be invoiced separately from our Scope of Services as described in the proposal.

TIME OF PAYMENT

The OWNER will make prompt payments to the ENGINEER/ARCHITECT in response to his monthly statements. Payments to the ENGINEER/ARCHITECT of the monthly statements will not be contingent upon the OWNER obtaining project funding. All amounts outstanding at the end of thirty (30) days will receive a 1% per month service charge from the 30th day. OWNER agrees to pay all cost of collection incurred by ENGINEER/ARCHITECT in the collection of any monies owed to ENGINEER/ARCHITECT by OWNER, which are more than 45 days outstanding. If after 45 days from the date of ENGINEER/ARCHITECT'S statement, OWNER has not made payment in full to ENGINEER/ARCHITECT, ENGINEER/ARCHITECT may, after giving seven days written notice to the OWNER, suspend services under this agreement. In addition to the contract fee, the OWNER shall reimburse the ENGINEER/ARCHITECT for all sales taxes, if any, required to be paid on engineering services.

SIGNATURES


Should OWNER be a corporation, the person signing this Agreement agrees to take full personal responsibility for the payment of the amounts specified therein.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: CITY OF CROSSVILLE, TN

ENGINEER/ARCHITECT: CT CONSULTANTS INC.

BY: _____

BY:  _____
James G. Golias II, P.E.
Senior Project Manager

FEDERAL ID#/S.S.# _____

September 6, 2024

Mr. Tim Begley, Director of Engineering
City of Crossville
392 N. Main Street
Crossville, TN 38555

**Re: Interchange Business Park Improvements
700 Interchange Drive, Crossville, TN 38555
CT Engineering Proposal P232137**

Dear Tim:

CT Consultants (CT) appreciates the opportunity to submit the following proposal for professional civil engineering and architectural services for the proposed Speculative (Spec) building construction in the Interchange Business Parking in Crossville, TN also known as Parcel Number 074 060.11 in Cumberland County. The subject site is one (1) parcel totaling approximately 20 (twenty) acres as shown on the attached **Tennessee Property Viewer Map**.

It is our understanding that a gravel building pad/parking lot area was previously constructed in 2018 (as part of the Tennessee Certified Site construction), which drains to a stormwater detention basin which has been adequately sized for a complete site building and parking lot build out. The initial building construction will include 100,000 SF pre-engineered metal building (PEMB), which will be designed for an overall future expansion of 200,000 SF and 10,000 SF of office space as shown on the **Conceptual Layout Plan** which is attached for reference. We further understand that the city has recently received a Site Development Grant to fund a large portion of this project. Based on our understanding of the project, we propose the following scope of services.

Boundary and Topographic Survey (By Others)

We understand that a boundary and topographic survey has been prepared by others and is available in AutoCAD format. As such, CT will utilize this survey information as the base mapping for our drawings and no survey services are currently included in this scope of work.

Construction Drawings

CT will provide engineering and architectural services to provide construction drawings to allow a contractor to provide a PEMB that will include the following building features:

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- 32-foot clear height required. ½:12 pitch with standing seam roof
- The east building wall construction should anticipate future expansion.
- One (1) truck dock door should be installed in the center of the west wall and one (1) truck door (at finished floor grade) should be installed in the center of the east wall. Manual opening of doors would be preferred with the initial build.
- Three (3) man doors are anticipated for the initial build out, understanding building codes will need to be met. Potentially one door on the south side, near the west wall, one on the east wall near the at-grade truck door and one additional door somewhere appropriate.
- The initial build will include electric service, some exhaust fans and LED high bay lighting at 33k lumens mounted up to 34'.
- The building walls will be full height be single skin metal panels with exposed fasteners. There will be two different colored metal wall panels of the same profile. Additionally, two bands of additional color will be painted onto the exterior once installed.
- 4' x 4' fixed, insulated, clear paned windows will be installed as shown on the elevation drawings in the **Preliminary Engineering Report (PER)**.
- Building loading should anticipate lights and sprinklers. Assumed 5 psf collateral loading.
- Use 50'x50' column grid spacing, understanding exterior columns will be 25' on center.
- The initial construction shall include electric service and sleeves through the foundation for future utilities such as water, sewer, etc. Suggest including sleeves near the SW and SE building corners.
- The building downspouts on the north side will potentially be collected underground and piped to the swale. The building downspouts on the south side CAN be daylighted at the surface, but measures are needed to minimize erosion.
- A vapor barrier is desired under the building slab; however, no concrete building slab is required for now.
- The foundation system is to be conventional spread footings.

Architectural, Mechanical, Electrical and Structural drawings will be prepared to obtain a shell building permit. Minimal Civil drawings are anticipated to address the items above. Please note the following items:

- The truck dock door on the west wall will be accessible via a recessed loading dock. Although only one (1) dock door will be installed initially, the recessed loading dock will extend for almost the entirety of the west wall to accommodate all future truck dock doors as shown on the attached **Elevations Sheet A2.1**. Design of the associated retaining walls for this loading dock is included in this scope of work.
- We understand that the anticipated perimeter wall locations for the 200,000 SF building have been over excavated.

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- It is anticipated that the building will be heated/conditioned at some point in the future.
- The existing stormwater detention basin was sized for the full building and parking lot buildout. As such, no additional stormwater calculations are anticipated or included.
- No parking lot paving, curbs, or other improvements are anticipated with the initial building construction. Only minimal site grading is anticipated.
- No site lighting is required nor included at this time.

CT will utilize the previously provided Geotechnical Exploration reports dated March 6th, 2017 and April 11, 2022 for the foundation design.

Permitting Assistance

CT will assist the city permit applications and submittals to local reviewing agencies. Services to include:

- Submission and responding to review comments by the governing Code Official. Responding to review comments generated by events, acts or opinions that are beyond CT's control at the time of plan submittal will be addressed under an additional agreement.
- Update documents as required to reflect review comments by the governing Code Official.

Bidding

CT will assist the city and the Upper Cumberland Development District with preparation of bidding documents. We understand that all projects receiving Site Development Grant (SDG) funds must follow the SDG Bidding Requirements.

Construction Administration

CT will provide construction administration assistance consisting of the following:

- Answer RFI's and interpretation of the plans
- Shop drawing review
- Review structural PEMB reactions and erection shop drawings
- Review testing and special inspection reports
- Attend (1) preconstruction meeting
- Site visits to confirm project progress and/or resolution of conflicts.
- Construction plan revisions
- One final punch list and report

These services will be provided on a time and expense basis since the exact scope of services are somewhat dependent upon the selected contractor, city involvement and addressing various items that may arise during construction.



Fee Summary

CT's fees for the above scope of services are as follows:

Construction Drawings, Permitting Assistance & Bidding	\$265,000.00 Lump
Construction Administration (Budget)	\$ 35,000.00 (T&E)
<i>Reimbursables</i>	<i>Cost + 10%</i>

Please note that our professional service fee does not include any permits, submittals, review fees or reimbursable expenses such as prints, postage and mileage. Reimbursable expenses will be billed at cost plus 10%.

Schedule

CT can begin services upon receipt of the executed professional services agreement. The following schedule goals, which were originally included in the PER, have been slightly modified to accommodate the anticipated notice to proceed.

- September 2024 – Begin Design Services
- November 2024 – Submit project per local governing reviews/approvals/permits.
- December 2024 – Permitting and approvals completed.
- January 2025 – Advertise for construction.
- March 2025 – Bid opening and construction award.
- April 2025 – Issue Construction Notice to Proceed
- January 2026 – Substantial Construction Completion
- March 2026 – Construction Completion and Project Closeout

The following items are not included in this proposal but can be provided as an additional service when requested:

- Surveying Services such as subdivision platting, ALTA/NSPS Land Title Survey, Underground Utility Location, etc.
- Zoning Changes, PUD, Variances, etc. assistance
- Geotechnical Services / Subsurface exploration
- Attendance at additional meetings beyond what is included above
- Landscape and Tree inventory Plans
- Irrigation Plans
- Site lighting or photometric plans
- Signage details
- Offsite utility extensions
- Traffic Impact Study
- Offsite Roadway Improvements (turn lane, deceleration lane, signal modification, etc.)
- Environmental reviews (Phase I, Phase II, Remediation, Wetlands Determination, Wetlands Delineation, 401/404 Permits, etc.)
- Bid Quantities and Engineer Estimate

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- Fire protection Design
- Interior Design
- Variance Submittals
- Design of temporary and permanent earth retention systems.
- Design of concrete sidewalks and other hardscape elements outside the buildings' footprint, unless noted otherwise.
- Design of waterproofing, damp-proofing and fireproofing systems.
- High seismic design category D, E, & F.
- Design of additional below grade loading docks (1 dock is included).
- No slab on grade is to be provided per the report dated 2024-03-26.
- PEMB building structural design.
- As Built or Record Drawings.
- Design of non-structural elements including, but not limited to non-load bearing partitions, stair railings, handrails, ladders, screens, and signs. These elements will be designed by Specialty Engineers under the deferred submittal process. CT will specify design criteria and review such elements for conformance to the specified requirements.

Again, CT is very pleased about the possibility of working with you on this project. Please review the proposal and call me at 615-349-4025 or by email at jgoliias@ctconsultants.com to discuss any questions you may have. If acceptable, we can provide a professional services agreement for authorization. Thank you for considering CT Consultants as your design consultant.

Respectfully,

CT CONSULTANTS, INC.

James G. Goliias II, P.E.
Senior Project Manager

Attachments: Tennessee Property Viewer Map
Conceptual Layout Plan
Preliminary Engineering Report
Elevations Sheet A2.1

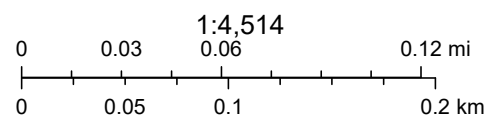
M:\PROPOSAL\2024\Upper Cumberland Development District\City Of Crossville Update\Agreement\2024-09-05 Interchange Business Park - Crossville TN Proposal.Docx

Cumberland County - Parcel: 074 060.11



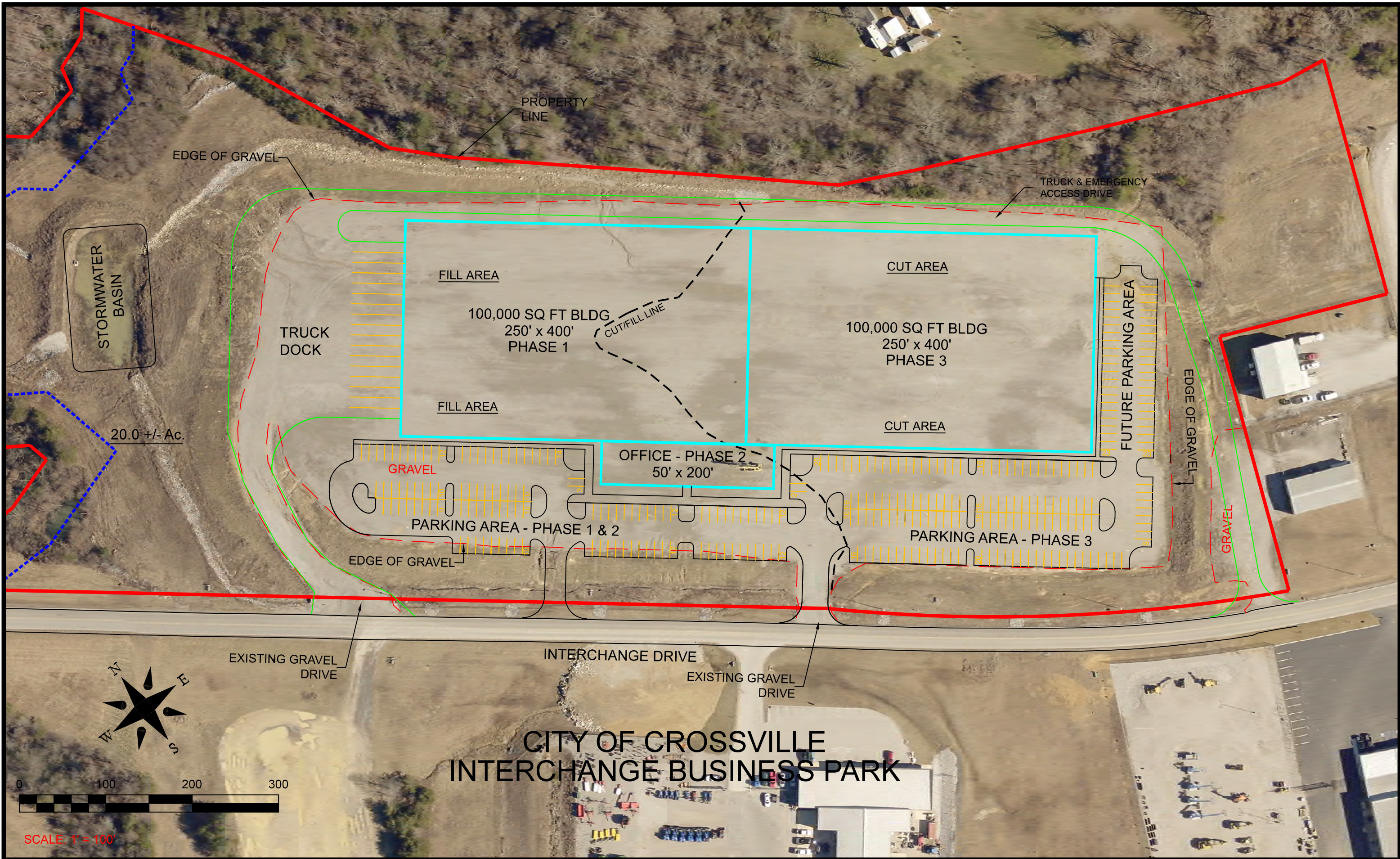
Date: September 22, 2023

County: Cumberland
Owner: CROSSVILLE CITY OF
Address: INTERCHANGE DR
Parcel Number: 074 060.11
Deeded Acreage: 20.14
Calculated Acreage: 0
Date of TDOT Imagery: 2018
Date of Vexcel Imagery: 2021



Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Tennessee, Comptroller of the Treasury, TDOT Aerial Surveys

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



PROPERTY LINE

EDGE OF GRAVEL

TRUCK & EMERGENCY ACCESS DRIVE

STORMWATER BASIN

TRUCK DOCK

FILL AREA

100,000 SQ FT BLDG
250' x 400'
PHASE 1

CUT/FILL LINE

CUT AREA

100,000 SQ FT BLDG
250' x 400'
PHASE 3

FILL AREA

CUT AREA

FUTURE PARKING AREA

EDGE OF GRAVEL

GRAVEL

20.0 +/- Ac.

OFFICE - PHASE 2
50' x 200'

GRAVEL

PARKING AREA - PHASE 1 & 2

PARKING AREA - PHASE 3

EDGE OF GRAVEL

EXISTING GRAVEL DRIVE

INTERCHANGE DRIVE

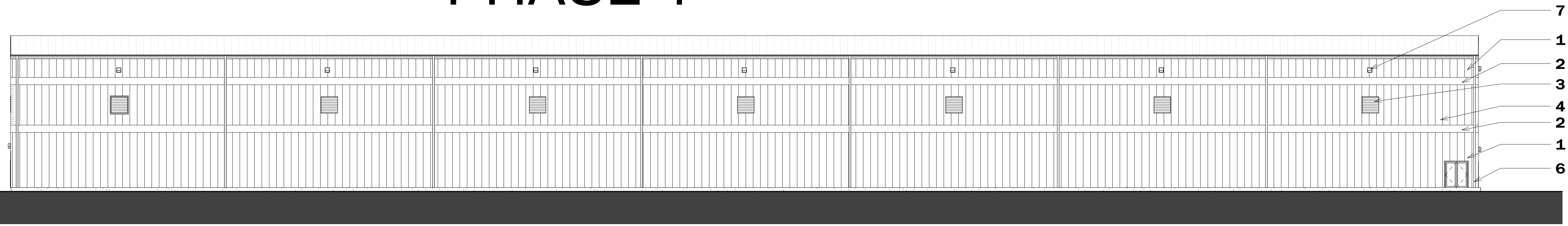
EXISTING GRAVEL DRIVE

CITY OF CROSSVILLE INTERCHANGE BUSINESS PARK

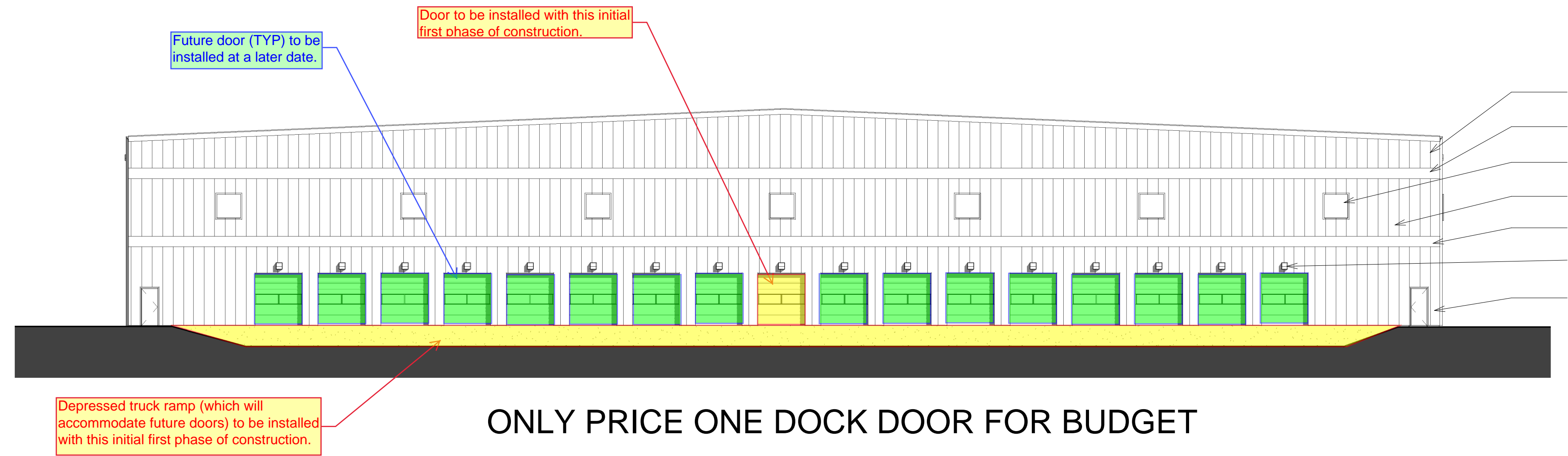


SCALE: 1" = 100'

PHASE 1

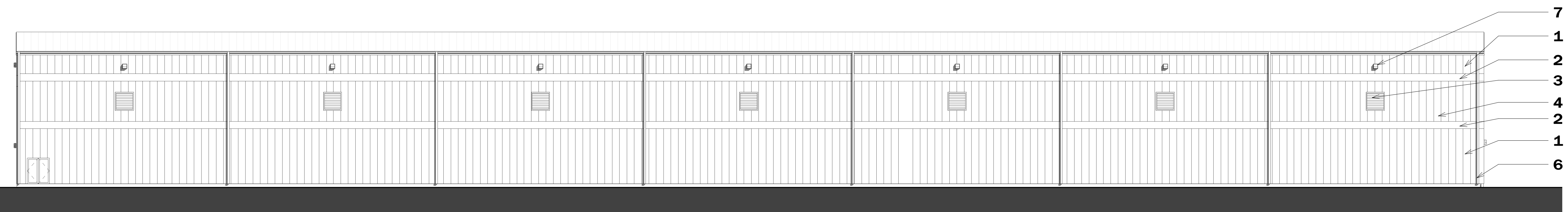


4 SOUTH WEST ELEVATION
SCALE: 1/16" = 1'-0"

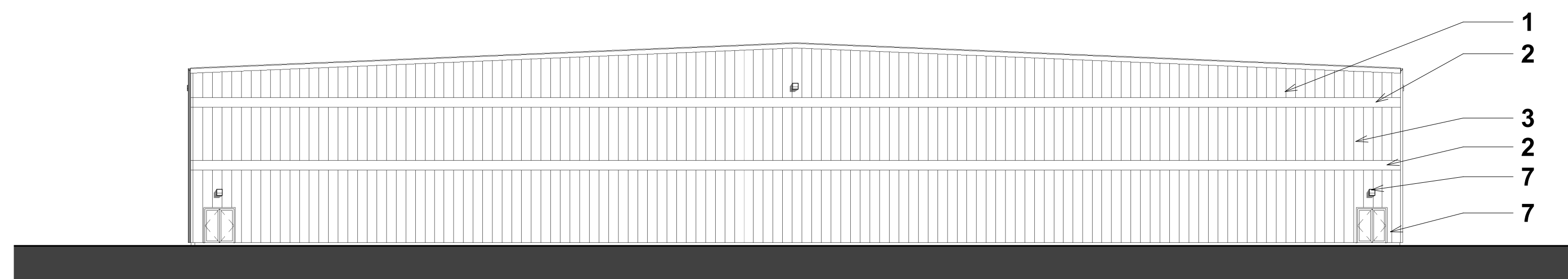


2 NORTH WEST ELEVATION
SCALE: 1/16" = 1'-0"

GENERAL ELEVATION NOTES	
1.	TYPICAL METAL PANEL SIDING.
2.	PAINTED STRIPE ON TYPICAL METAL PANEL SIDING. ALTERNATE - NEW METAL PANEL WITH DIFFERENT PROFILE FROM #1
3.	TYPICAL METAL PANEL DIFFERENT COLOR FROM #1
4.	MECHANICAL LOUVER
5.	WINDOW
6.	DOWNSPOUT
7.	EXTERIOR LIGHT



1 NORTH EAST ELEVATION
SCALE: 1/16" = 1'-0"



3 SOUTH EAST ELEVATION
SCALE: 1" = 20'-0"

REV	DESCRIPTION	DATE	CHK	DWG
	Budgetary Set - NOT FOR CONSTRUCTION	03/05/24		