



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
2607 Westwood Drive
Nashville, TN 37204
615 460-9797

June 25, 2022

City of Crossville
c/o Mr. Kevin Young
329 North Main St
Crossville, TN 38555

RE: Continuation of Environmental Consulting Services

Dear Mr. Young,

Thank you for your consideration of Davey Resource Group, Inc. "DRG" to provide you with services that are in progress on your behalf by BDY Environmental, LLC. These services will continue to be provided by BDY's professional personnel who will become DRG employees as of June 27, 2022. All of BDY's employees are being retained by DRG and will remain in their current roles at their current schedule of professional rates.

This continuation of services can be implemented by executing the attached Authorization, or by issuing your contract or purchase order and returning to us; contracts or purchase order should be addressed to:

Davey Resource Group, Inc.
(formerly BDY Environmental, LLC)
2607 Westwood Drive
Nashville, TN 37204

If you have any questions or comments or wish to arrange for a meeting to discuss this project and scope of work, please call me at 615.294.2556. Thank you for allowing DRG the opportunity to work with the City of Crossville.

Sincerely,

A handwritten signature in blue ink that reads "Chris Fleming".

Chris A. Fleming
Principal Consultant

Davey Resource Group, Inc.
www.daveyresourcegroup.com

Authorization to Proceed

Continue work on the currently proceeding Scope of Services and Fee for the project listed below, and at the current rate schedule, that previously was authorized in an Agreement with BDY Environmental, LLC.

Phase II of the Baseline Environmental Assessment

By signing this form, I do hereby acknowledge acceptance of the scope of work, fee, and associated rate schedule for the project listed above, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

Client Name: CITY OF CROSSVILLE, TENNESSEE

Authorizing Signature: _____

Title: MAYOR

Date:

Davey Resource Group, Inc.

Name/Title: Chris A. Fleming, Principal Consultant

Date: 6/20/22

TERMS AND CONDITIONS

- All pricing is valid for six months from the date of this proposal.
- Hourly rates are fixed for the calendar year in which your contract is executed. After that time they may be adjusted to account for annual increases in labor and overhead.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in

time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.