

# CONSULTING AGREEMENT

This Consulting Agreement is made on April 12, 2022, by and between the City of Crossville, 392 North Main Street, Crossville, TN 38555, and Cumberland Applied Research Associates, Inc., of 1501 Albion Dr., Signal Mountain, Tennessee 37377.

For the purpose of this Agreement, the party contracting to receive consulting services shall be referred to as the "Client" and the party providing said services shall herein be referred to as the "Consultant."

The Consultant has a background in and is agreeable to provide consulting services to the Client based on this background. The Client shall remain solely responsible for the making of all decisions.

The Client is mutually agreeable to receiving the consulting services provided by the Consultant.

## **DESCRIPTION OF SERVICES**

Beginning on April 12, 2022 shall provide to the following services (collectively the "Services"):  
**TECHNICAL PROPOSAL TO CONDUCT A SECTION 106 HISTORIC RESOURCES SURVEY IN SUPPORT OF SIDEWALK REPLACEMENT IN CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE**

## **PERFORMANCE OF SERVICES**

The exact number of hours and the manner in which the Consultant shall provide the Services shall be determined and set by the Consultant. The Client however, shall rely on the Consultant to work as many hours as may be deemed necessary and reasonable to fulfill the Consultants obligations under this Agreement.

## **PAYMENT**

The Client will pay to the Consultant a total fee of \$6,850.56 for the Services contained in the attached Technical Proposal. Fifty percent (50%) of this fee is due and payable at the conclusion of field investigations. Twenty-five percent (25%) will be due and payable upon delivery of the Draft Report to the Client. The remaining 25% will be due and payable upon delivery of the Final Report for review by the Tennessee Historical Commission.

## **REPRESENTATIONS**

The Consultant, and their Subconsultants, represents that it is qualified to perform the services and that they possess the necessary licenses and/or permits as may be required.

The Consultant represents that all services shall be performed in a professional manner and shall conform to all the standards of practices of similar, successfully completed projects by other consultants within the same field. The Consultant agrees that if the services are not satisfactorily performed, in addition to all of its obligations contained under this Agreement and at law, the Consultant shall re-perform or replace unsatisfactory services at no additional expense to the Client.

The granting of certification shall in no way waive or limit the certification obligation required in this paragraph or lessen the liability of the Consultant to re-perform or replace unsatisfactory services, including, but not limited to cases where the unsatisfactory character of such work may not have been apparent or detected at the time of such payment, inspection, review or approval.

Nothing contained within this paragraph shall be construed or constitute a waiver or limitation of any right or remedy, whether in equity or at law, which the Client or Consultant may have in accordance with this Agreement or any applicable law. All rights and remedies of the Client, despite whether under this Agreement or other applicable law, shall be cumulative.

### **NEW PROJECT AND NEW PROJECT APPROVAL**

Prior to starting any new project, the Consultant shall first obtain written authorization and consent from the Client.

At the expiration of the initial term of this Agreement, both parties, by mutual written consent, can renew this Agreement for a time period of days prior to the expiration of the then current term.

### **INDEMNICATION BY CONSULTANT**

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Client, its agents, officers, departments, representatives and employees (herein referred to collectively as "Indemnitee") from and against any and all claims, loss, cost, damage, injury, including without limitation, injury to or death of an employee of the Consultant or its Subconsultants, expense and liability of every kind, nature and description that arise out of, may pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by the Consultant, or anyone under the control of the Consultant (collectively known as "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. With respect to third party claims against the Consultant, the Consultant shall waive any and all rights of any type of express or implied indemnity against the Indemnitee other than for Liabilities that are caused in whole or in part by the sole negligence, active negligence or willful misconduct of such Indemnitee.

### **PAYMENT OF TAXES AND OTHER EXPENSES**

The Contractor, at all times, shall be deemed and considered to be an independent contractor and shall be fully responsible for the manner in which the Consultant shall perform the services required of the Consultant by the terms, conditions and provisions of this Agreement. In addition, the Consultant shall be liable for their own acts and omissions and those of its employees and its agents. There shall be nothing herein contained which shall be construed as creating an employment, agency or partner relationship between the Client and Consultant.

The terms, conditions and provisions herein contained within this Agreement referring to direction from the Client shall be considered as providing directions as to policy and the result of the Consultant's work only and not as to the means or methods to which such services are rendered or results obtained.

Except as herein expressly provided in this Agreement, nothing contained within this Agreement shall operate to confer rights or benefits to or on persons not party to or affiliated with this Agreement.

The payment of any taxes, including any sales and use Taxes, levied upon this Agreement, the transaction, or the services provided and/or delivered pursuant hereto, shall be the obligation of the Consultant.

## **INSURANCE**

Prior to the execution of this Agreement, the Consultant, upon the request of the Client, shall furnish satisfactory proof of insurance that they have purchased for the entire period covered by this Agreement, as further defined below and in such form and issued by an insurance carrier that shall be deemed satisfactory by the Client and authorized to do business in the County and State where the Client is located.

### **General Liability Insurance**

Said insurance policy shall be written on an "occurrence" basis, which shall provide coverage for bodily injury, death, and property damage resulting from operations, products liability, blasting, explosion, collapse of building(s) or structures, damage to any underground structures and utilities, liability for slander, false arrest, and invasion of privacy arising out of negligence, disclosure of confidential, intellectual or proprietary information, personal and advertising liability, of not less than \$ 2,00,000 general cumulative and \$ 1,000,000 per each occurrence.

### **Worker's Compensation Insurance**

The Consultant shall be required to provide full worker's compensation insurance for all persons with whom the Consultant may employ to assist in the work/services provided to the Client by the Consultant pursuant with the "Worker's Compensation Insurance and Safety Act," and any and all Acts amendatory or supplemental thereto.

### **Insurance Terms, Conditions and Provisions**

- a) The Client and its directors, officers, partners, representatives, employees, consultants, Subconsultants and agents, shall be named as additional insured's, but only with respect to any liability arising out of such activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
- b) Any and all policies shall apply separately to each insured against person said claim is made or suit filed except with respect to the limits of the Client's liability.
- c) Any written notice of cancellation, non-renewal or for any material change in the policy itself shall be mailed to the Client within thirty (30) days advance of the effective date of change, non-renewal or cancellation.
- d) The Certificate of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice as described in the above paragraph.

- e) Should and an application for extension of time be made, then the Consultant shall submit proof that said insurance policies shall be in effect during throughout the additional requested period of time.
- f) There shall be nothing contained herein that shall be construed or interpreted as a limitation in any way to the extent to which the Consultant or any of their acceptable Subconsultants may be held responsible for payment of damages resulting from their work/services.
- g) Should the Consultant fail to maintain the required insurance, the Client reserves the right to take out such insurance, and deduct said amount of the premium from any such sum that may be due and payable to the Consultant under this Agreement.

### **TERM and TERMINATION OF AGREEMENT**

This Agreement shall immediately terminate provided by the Consultant and as required by this Agreement or from the effective date of this agreement.

### **SUSPENSION OF WORK**

At any time, the Client may, without cause, order the Consultant, by way providing days prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the Client, at its sole discretion, may deem fit or necessary. Any such suspension shall be affected by the delivery of a written notice to the Client of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective, which shall be no less than seven (7) calendar days from the date of the notice of suspension is delivered. The suspension of work and/or services shall be treated as an excusable delay.

### **TERMINATION OF AGREEMENT FOR CAUSE**

If at any time the Client believes that the Consultant may not be adequately performing their obligations under this Agreement or may be likely to fail to complete their work/services on time as required by this Agreement, then the Client may request from the Consultant written assurances of performance and a written plan to correct observed deficiencies in the Consultant's performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

The Consultant shall be deemed in default of this Agreement and the Client may, in addition to any other legal or equitable remedies available to the Client, terminate the Consultant's right to proceed under the Agreement, for cause, should the Consultant commit a breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from the Client demanding such cure; or if such failure is curable but not within the ten (10) day period required, within such period of time as is reasonably necessary to accomplish such cure. In addition, in order for the Consultant to avail itself of this time period in excess of ten (10) calendar days from the date of the notice, the Consultant must provide the Client a written plan acceptable to and by the Client to cure said breach, and then diligently commence and continue such cure in accordance to the written plan provided.

In the event a termination for cause is determined to have been made wrongfully or without cause,

then the termination shall be treated as a termination for convenience, and the Consultant shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered.

#### **TERMINATION FOR CONVENIENCE**

The Client may terminate performance of the Contractor's work and/or services under the Agreement pursuant to this paragraph in whole, or in part, whenever the Client shall determine that termination is in their best interest. Termination shall be affected by delivery of notice to the Consultant of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than twenty-one (21) calendar days from the date the notice of termination is delivered. The Consultant shall then be entitled to recover any costs expended up to that point plus a reasonable profit, but not other loss, damage, expense or liability may be claimed, requested or recovered.

Except as provided in this Agreement, in no event shall the Client be liable for any costs incurred by or on behalf of the Consultant after the effective date of a notice of termination.

The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the Client.

#### **PROPRIETARY OR CONFIDENTIAL INFORMATION**

The Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, the Consultant may have access to private or confidential information that may be owned or controlled by the Client and that such information may contain proprietary or confidential details and information, the disclosure of which to third parties may cause irreparable damage to the Client. The Consultant agrees that all information disclosed by the Client to the Consultant shall be held in the strictest of confidence and used only in performance of this Agreement. The Consultant shall exercise the same standard of care to protect such information as any reasonable prudent consultant would use to protect their own proprietary data.

The Client is aware that the Consultant may have access to the private confidential information, including, but not limited to, business affairs, financial information, personal information, and other proprietary (collectively herein referred to as "Information") which are considered valuable, special and unique assets of the Client, and as such required to be protected from improper disclosure. In consideration related to the disclosure of Information, the Consultant herein agrees that it shall not at any time or in any manner, either directly or indirectly, use any Information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written authorization and consent of the Client. The Consultant shall protect the Information at all times and treat it as strictly confidential. Any violation of this paragraph shall be deemed as a material violation of this Agreement.

#### **CONFIDENTIALITY AFTER TERMINATION**

The confidentiality provisions, terms and conditions of the herein contained Agreement shall remain in full force and effect after the termination of this Agreement.

## **OWNERSHIP OF WORK PRODUCT**

At any time that this Agreement is terminated, the Consultant agrees to return to the Client all document, drawings, photographs and any other written or graphic material, however produced, that they may have received through the course of their work and/or services provided, from the Client, their employees, contractors, or agents, in connection with the performance of their services under this Agreement. All materials shall be returned in the same condition as received.

Any interest of the Contractor or any Subconsultant or Subcontractors, in studies, reports, memoranda, computational sheets or other documents prepared by the Consultant or their Subconsultants, or Subcontractors in connection with the work and/or services to be performed under this Agreement, shall then become the sole property of the Client.

Any and all work, artwork, copies, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes or any original works of authorship created by Consultant or their Subconsultants or Subcontractors in connection with services performed under this Agreement shall be works for hire pursuant to Title 17 Chapter 3 §302 of the United States Code, and all copyrights of such work or services shall remain the property of the Client. However, in the event that it should be determined that any such works or services created by the Consultant or their Subconsultants or Subcontractors under this Agreement are not deemed as works for hire in accordance with U.S. law, the Consultant hereby assigns all copyrights to such works to the Client. The Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities only with prior written approval from the Client.

## **AUDIT AND INSPECTION OF RECORDS**

The Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity, takeoffs, cost statements with complete dates, schedules, correspondence, memoranda, papers, writings, as well as any and all documents of any nature prepared by or furnished to the Consultant during the course of performing the work and/or services with respect to the provisions of this Agreement, for a period of at least three (3) years following final completion and acceptance of this Agreement, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. All such records shall be available to the Client upon request at reasonable times and places. Monthly records of Consultant's personnel costs, consultant costs, and reimbursable expenses shall be kept on a generally recognizable accounting basis, and shall be available to the Client upon request at any reasonable time or place. The Consultant shall not destroy any work records until after advising the Client and thus allowing the Client the opportunity to accept and store the records themselves.

The Consultant agrees to maintain and make available to the Client, during business hours, accurate books and accounting records relative to their activities under this Agreement. The Consultant shall permit the Client to audit, examine and make any copies deemed necessary, excerpts and transcripts for such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by and under this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and conditions for a period of not less than five (5) years after final payment under this Agreement or until after the final audit has been

resolved, whichever is later. The State of Georgia or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the Client by this paragraph.

All rights and obligations established and executed pursuant to the paragraph shall be specifically enforceable and survive termination of this Agreement.

### **DISPUTES**

In the event that any question should arise with regards to the meaning and intent of this Agreement, the question shall, prior to any other action or legal remedy being taken, be referred to the Client or the manager and a principal of the Consultant who shall decide the true meaning and intent of this Agreement. Such referral may be initiated through a written request from either party, and then a meeting between the Client and principal of the Consultant shall take place within five (5) days of the written request.

The Consultant shall continue their work and/or services performed throughout the course of any and all disputes, and the Consultant's failure to continue said work and/or services during any and all disputes shall be considered a material breach of this Agreement, provided the Client continues to make payments to the Consultant for undisputed work completed by the Consultant. The Consultant further agrees that should they stop work due to a dispute or disputes, any and all claims, whether in law or in equity that the Consultant may have against the Client, their officers, agents, Representatives, and employees, whether such claims are pending, anticipated or otherwise, shall be deemed to have been waived and forever barred.

### **CONFORMITY WITH LAW AND SAFETY REQUIREMENTS**

The Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all state Occupational Health and Safety Regulations, the American Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations. Any and all services performed by the Consultant must be in accordance with these laws, ordinances, codes and regulations. The Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the work hereunder shall constitute a breach of Agreement.

Should a death, serious personal injury or substantial property damage occur in connection with the performance of this Agreement, the Consultant shall immediately notify the Client by telephone. If any accident should occur in connection with this Agreement, the Consultant shall promptly submit a written report to the Client, in such form as the Client may require. This report shall include, but is not limited to, the following information:

- 1) Name and address of the injured or deceased individual(s);
- 2) Name and address of the Consultant's Subconsultant or Subcontractor, if any;
- 3) Name and address of the Consultant's liability insurance carrier; and
- 4) A detailed description of the accident, including whether any of the Client's equipment, tools or materials were involved.

### **TAX ID NUMBER, BUSINESS LICENSE, PAYMENT OF TAXES**

The Consultant represents that they have complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Consultant pursuant to this Agreement, and as such, provides their Employer Tax ID Number and/or Business License Number .

The Consultant shall pay all local, state and federal taxes when due, and certifies under penalty of perjury that the taxpayer identification number written above is correct.

### **RELATIONSHIP OF PARTIES**

It is understood by all parties to this Agreement that the Consultant is an independent contractor and not an employee of the Client. The Client to this Agreement is not responsible and is not providing any fringe benefits, including, but not limited to any health insurance benefits, paid vacation, retirement plan or any other benefit to the Consultant.

### **EMPLOYEES**

The Consultant's employees, should there be any, who may perform services for the Client under this Agreement shall be bound by all the provisions, terms and conditions of this Agreement.

### **LIABILITY**

Notwithstanding any other term, condition or provision of the Agreement, in no event shall the Consultant be liable, regardless of whether any claim is based on contract or tort, for any special or consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement or for any claims which may be brought against the Client/Company.

### **RETURN OF RECORDS**

Upon the termination of this Agreement, the Consultant shall deliver any and all records, notes and data of any nature which may be in the possession of the Consultant or may be under the control of the Consultant and of which are and shall remain the property of and relate to the Client's business.

### **NOTICES**

Any and all notices that may be deemed necessary, permitted and/or required hereunder this Agreement shall be made in writing and shall be deemed delivered when said notice shall be delivered in person, by email, or deposited in the United States mail, postage prepaid and addressed to either party and address provided herein. Said address may be changed from time to time by either party by written notice to the other party in the manner set for above.

#### **Client Point of Contact Name & Address:**

**Ms. Valerie Hale, Crossville City Clerk, [valerie.hale@crossvilletn.gov](mailto:valerie.hale@crossvilletn.gov)**

#### **Consultant Name & Address:**

**Mr. Orion Kroulek, CEO, Cumberland Applied Research Associates, Inc.,  
[okroulek@cumberlandara.com](mailto:okroulek@cumberlandara.com)**



**ENTIRE AGREEMENT**

This Consulting Agreement contains the entire agreement of all parties and there shall be no other promises or conditions contained within any other agreement whether oral or written. This Agreement shall supersede any other prior oral or written agreement between the parties.

**AMENDMENT**

This Agreement may be altered or modified only if said amendment is done so in writing, mutually agreed upon and thus signed by both parties.

**SEVERABILITY**

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any term, condition and/or provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every term, condition and/or provision of this Agreement.

**VENUE/APPLICABLE LAW**

This Agreement shall be deemed to have been executed in Tennessee, of which the formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee, excluding its conflict of laws. The venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Cumberland, and located in the State of Tennessee.

**This Agreement shall be executed in duplicate. One duplicate of the original shall be retained by the Client and one duplicate shall be provided to the Consultant.**

***IN WITNESS WHEREOF*, the undersigned have read, understand and accept this agreement, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and provisions contained within this Agreement.**

\_\_\_\_\_  
(Ms. Valerie Hale, Crossville City Clerk)

  
\_\_\_\_\_  
(Mr. Orion Scott Kroulek, CEO, Cumberland Applied Research Associates, Inc.)



TECHNICAL PROPOSAL TO CONDUCT  
A SECTION 106 HISTORIC RESOURCES  
SURVEY IN SUPPORT OF SIDEWALK REPLACEMENT  
IN CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE

Cumberland Applied Research Associates, Inc.  
1501 Albion Dr.  
Signal Mountain, TN 37377  
423-443-5524  
CARA@cumberlandara.com

Prepared For:

Sarah Vanoy  
Community Development Partners, LLC  
P.O. Box 210437  
Nashville, TN 37221  
O 615-386-0222  
F 615-386-0403

Lead Agency: Tennessee Department of Transportation

March 2022



## Table of Contents

Introduction .....	1
Objectives.....	3
Literature and Records Review.....	3
Project Planning .....	3
Initial Project Planning and Kick-off Meeting .....	3
Project Scheduling .....	3
Historic Resources Survey.....	5
Reports.....	5
Contractor Qualifications .....	6
Organization.....	6
Project Budget .....	7
Invoice and Payment.....	7
Proposed Itemized Budget .....	8
References Cited .....	9
Curriculum Vitae.....	11

# TECHNICAL PROPOSAL TO CONDUCT A SECTION 106 HISTORIC RESOURCES SURVEY IN SUPPORT OF SIDEWALK REPLACEMENT IN CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE

## Introduction

At the request of Community Development Partners, LLC, the Tennessee Department of Transportation (TDOT), and the Tennessee Historical Commission (THC) the following proposal has been prepared by Cumberland Applied Research Associates, Inc. (CARA) to conduct a Section 106 Phase I historic resources survey in support of sidewalk replacements in Crossville, Cumberland County, Tennessee (Figures 1 and 2).

The Phase I historic resources survey will consist of a review of all relevant literature and records from state and local sources, a field survey and inventory of all resources which are 50 years of age or older within the project surround, and limited recommendations for resource eligibility for inclusion on the National Register of Historic Places (NRHP). A final report will be prepared, summarizing all inventoried resources and recommendations. All NRHP recommendations will follow the criteria set forth in 36CFR60.4 and 36CFR800 of the National Historic Preservation Act. All efforts will meet or exceed the standards and guidelines for projects of this type as set forth by the Tennessee Historical Commission.

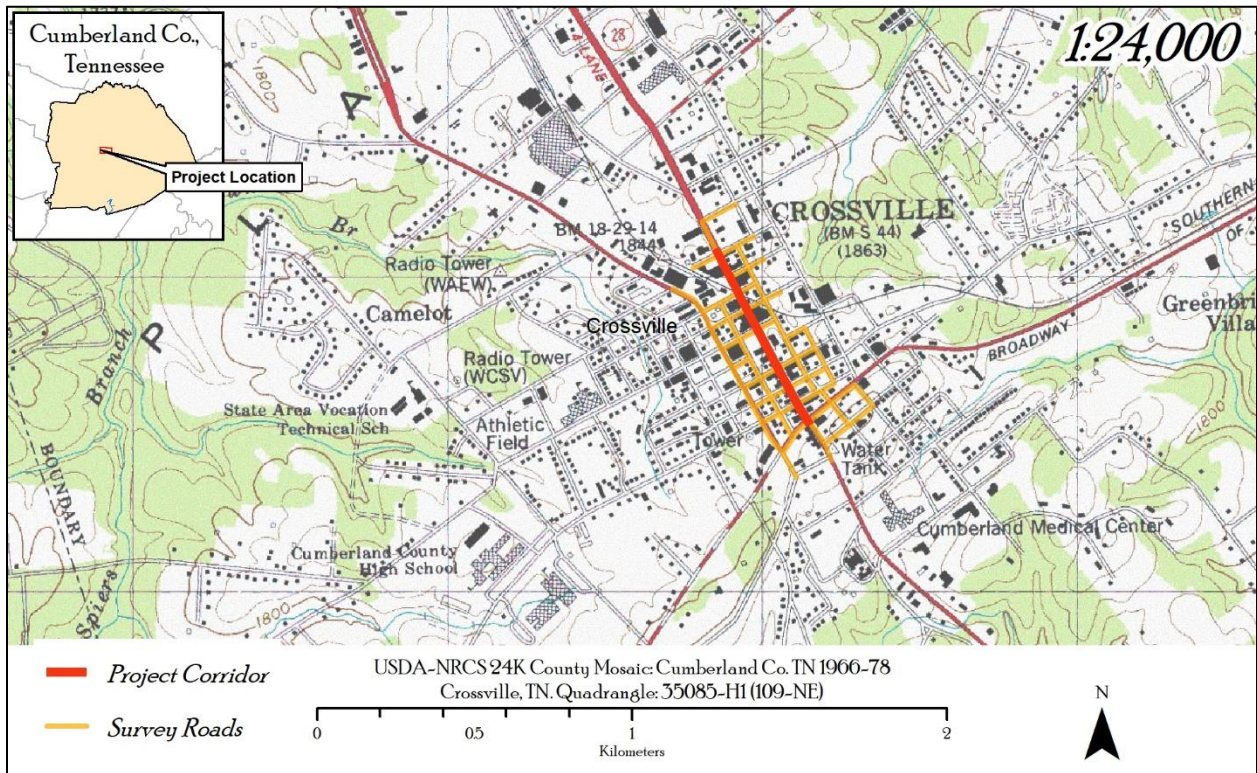


Figure 1. Project area plotted on a USGS topographic quadrangle.



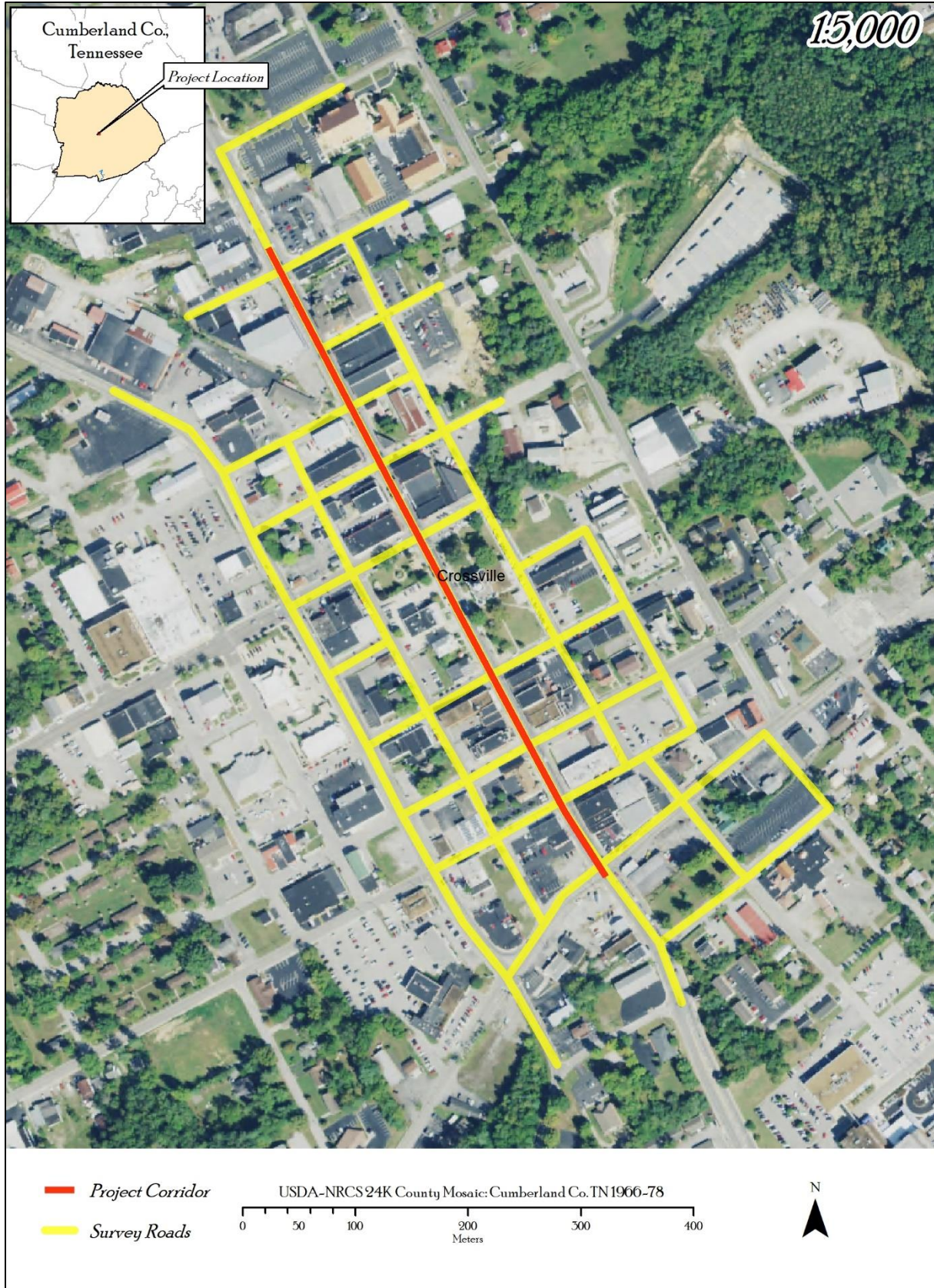


Figure 2. Project area plotted on an aerial photograph.

## **Objectives**

The general objectives of this project are to conduct a review of relevant literature and records, conduct a Phase I inventory of historic resources of 50 years of age or older within the project surround, assess indirect effects upon previously surveyed properties, and the preparation of a report of findings summarizing the field inventory and any resulting recommendations regarding effects to historic properties and potential National Register of Historic Places (NRHP) eligibility. This proposal outlines CARA's survey, inventory, and reporting procedures to accomplish these goals within a limited timeframe and budget.

## **Literature and Records Review**

Prior to field efforts, a review of relevant literature and records will be initiated. Information will be obtained from the Cumberland County Library, any local Historical Commission or Society, the Cumberland County Tax Assessor's Office, and the Tennessee Historical Commission.

A developmental history will be compiled outlining major architectural and development themes including residential, industrial, and commercial within Cumberland County and will focus only on the themes and data relevant to the Phase I resource inventory. The development history will be inserted into the report as a separate chapter.

The proposed project will require the assessment of effects (both direct and indirect) upon previously surveyed historic resources as well as a field survey of structures not currently assessed for the 50-year threshold defined by the Tennessee Historical Commission. The Tennessee Historical Commission has survey or NRHP listings for 53 resources within the immediate surround (Figure 3). Assessment of indirect effects to these resources will be required by TDOT and by Tennessee Historical Commission standards and guidelines.

## **Project Planning**

### **Initial Project Planning and Kick-off Meeting**

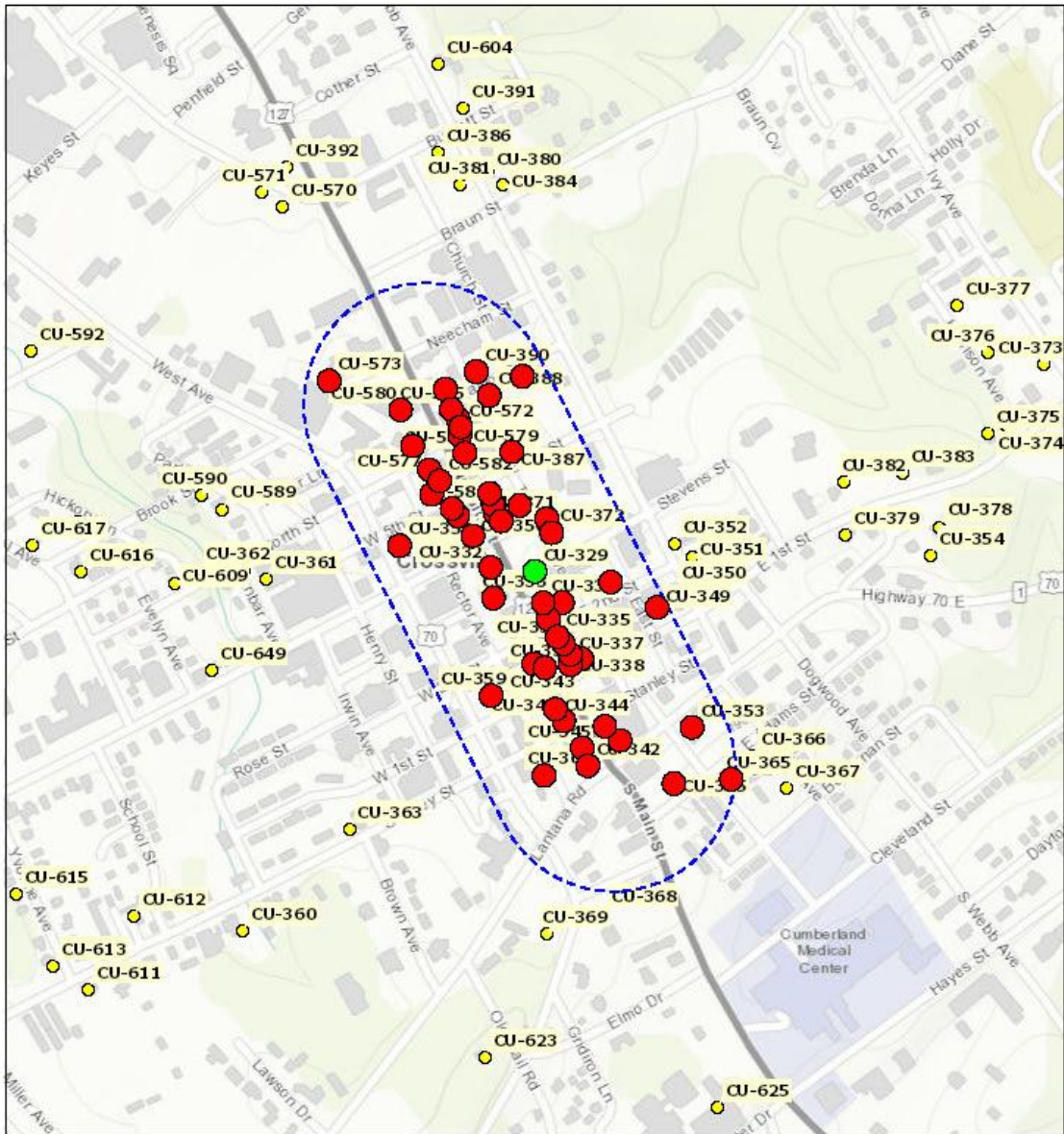
Immediately upon contract award, a meeting will be scheduled between Community Development Partners and CARA to consider a variety of programmatic issues, such as: project scheduling, resolution of any schedule discrepancies, and addressing any concerns related to contract-specific details. CARA shall prepare a work plan to be presented at the meeting, summarize the meeting minutes, and submit meeting minutes to Community Development Partners for review.

### **Project Scheduling**

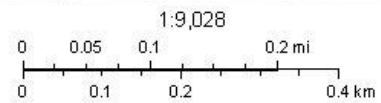
No later than three (3) working days after contract signature, CARA shall submit a completion schedule for the project that complies with milestones approved by Community Development Partners. The approved schedule shall show anticipated completion dates for the items described in Schedule of Work. CARA shall revise the schedule as directed by Community Development Partners to accommodate major schedule changes.



# CU-329



Date: March 10, 2022



County: Cumberland

Survey ID: CU-329

Historical Name: Cumberland County Court House

Common Name: Cumberland County Courthouse

Address: Crossville TN

THC, Tennessee STS GIS, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, METNUSA, ERA, USDA

Figure 3. Surveyed or NRHP listed properties surrounding the project area.

## **Historic Resources Survey**

Historic resource survey of all the structures, sites, and object within the project surround which are 50 years of age or older will be documented as per the National Historic Preservation Act and the Tennessee Historical Commission standards. A survey team of two people will be assigned given streets to survey. Each portion of the project area will be systematically surveyed and as sections are completed, they will be marked as such on a map.

The survey team will be equipped with digital cameras, street navigation GPS, Tennessee Historical Commission historic resource survey forms, a visibility vest, and maps of the areas and structures to be surveyed by a given team on a given day. After completion of a survey form for each new property, each surveyor will take, at a minimum, three or more pictures of all exposed faces of surveyed structures visible from public rights-of-way, obtaining an elevation and oblique picture of each face, when possible. Surveyors will only access public rights-of-way or easements unless explicitly invited by landowners to access private property.

All survey forms will be reviewed for accuracy, completeness, and consistency by the principal Architectural Historian, entered into the Tennessee Historical Commission's Survey123 application, and the resulting data will be charted within the final report as per TDOT and Tennessee Historical Commission standards.

A preliminary determination of historic property National Register of Historic Places (NRHP) eligibility, as per guidance contained 36 CFR 60.4, will be included in the report. It must be noted that these recommendations do not change individual listings in the National Register of Historic Places. Any amendments to existing listings and/or the nomination of additional properties or districts must be made through the National Register of Historic Places nomination process as described in 36 CFR 60.

## **Reports**

CARA will complete a Tennessee Historical Commission historic resource survey form for each new or previously recorded historic resource identified during the survey. A preliminary Management Summary in letter format will be submitted to Community Development Partners within three (3) working days of completion of the fieldwork. The Management Summary will state the Principal Investigator's opinion of the potential eligibility or non-eligibility for National Register listing of each historic property identified.

Reports will include a Draft Report and a Final Report and will meet or exceed the standards and guidelines set forth by the Tennessee Historical Commission and the NHPA. Copies of the Draft Report and Final Report will be submitted in hard copy and *PDF* format on DVD to Community Development Partners and to TDOT. All reports will follow the guidelines and specifications outlined in the *American Antiquity* (2017) style guidelines.

Reports will include, at a minimum, an executive summary, a summary of previous preservation projects within Crossville, a brief developmental history, a description of survey methodology employed during the project, recommendations for future preservation activities, and the results of the survey and an initial architectural analysis.

## **Contractor Qualifications**

The following CARA personnel will fill key roles as professionals during this project. In addition to the professionals below, additional CARA staff will act in the roles of Resource Technicians, Geographic Information Systems Specialists, and Editor during survey, inventory, and reporting efforts.

Ann Meyers Gray, MA, will serve as the Architectural Historian for the project. Mrs. Gray received her M.A. in Historic Preservation at Middle Tennessee State University in 1984. She previously served as Executive Director of Cornerstones, Inc., which is non-profit serving historic architecture in Chattanooga, Tennessee. She served two years as an architectural design reviewer for the City of Chattanooga. Mrs. Gray served as the Director of Planning and Development, Inc. in Jasper, Tennessee, where she worked for thirteen years in land use planning, community development, grant procurement, and the establishment of the South Pittsburg Historic District as a listing in the National Register of Historic Places. She currently is an Adjunct Professor of History at Chattanooga State Community College. She serves on the Tennessee Historical Commission's State Review Board and sits on the Board of Directors for the Tennessee Preservation Trust, the state-wide historic preservation organization. She is a member of the National Trust for Historic Preservation and the National Trust Forum. Mrs. Gray's resume is attached.

Orion Scott Kroulek, MA, RPA is the Chief Executive Officer for Cumberland ARA and will serve as the Historian and Project Manager for this project. He has been actively engaged in historical and archaeological studies and cultural resource management since 2004. He has attained a Master of the Arts degree in Anthropology with an Archaeology concentration and graduate level training in GIS data management and analysis. He has worked as a consultant for a diverse array of federal agencies including the Department of Defense, USDA Forest Service, the Federal Communications Commission, the National Park Service, and the Bureau of Land Management. Mr. Kroulek meets or exceeds all the standards and requirements set forth by the Secretary of the Interior for an Archaeologist and Historian. Mr. Kroulek's resume is attached.

## **Organization**

Cumberland Applied Research Associates, Inc. was incorporated in 2019, specializing in cultural resource management, historic architecture, environmental consulting, aerial drone services, and earth sciences consulting. Registered in Tennessee, Georgia, and Alabama, the firm was founded with a diverse and experienced roster of professionals with decades of combined experience. The corporate headquarters is located in Chattanooga, Tennessee.

CARA staff have completed historic resources surveys, similar to the current undertaking, for a wide array of federal clients such as Redstone Arsenal, Fort Campbell, the Federal Communication Commission, the Tennessee Valley Authority, and the U.S. Army Corps of Engineers. Locally, CARA staff have also provided these services to the Tennessee Aquarium, Baylor School, Southern Adventist University, the City of Trenton, Georgia, and the City of Chattanooga, Tennessee.

CARA will comply with all safety standards as specified by OSHA and requires all field supervisors to hold Red Cross certifications for first aid and AED. CARA adheres to the following guidelines regarding insurance coverage for various projects: worker's compensation, general liability, and commercial

automobile policies. Upon award of the contract, CARA's insurance provider will document coverage to all invested parties. All communications between the Tennessee Historical Commission or other interested parties will be clarified in writing with the client three (3) days prior to the communication.

## **Project Budget**

CARA proposes to conduct a Section 106 Phase I historic resources survey of all historic buildings, structures, sites, or objects within the project surround in Crossville, Cumberland County, Tennessee which meet the criteria set forth in the NHPA, by the Tennessee Historical Commission, and by TDOT for a total of **\$ 6,850.56**. An itemized budget is listed below.

## **Invoice and Payment**

CARA will invoice Community Development Partners at the close of field investigations for 50% of the total project fee. Once the Draft report is completed and submitted, CARA will invoice Community Development Partners for 25% of the total project fee. Once the Final report has been approved, CARA will invoice Community Development Partners for the remaining 25% of the total project fee. Invoices are due within 45 calendar days. A late fee of 5% of the contract amount will be due for every 45 days past the invoice date.

## Proposed Itemized Budget

### Crossville Sidewalk Replacement Section 106 Review/Survey

	Hours	Rate p/hr	Total
<b>Background Research</b>			
Historian	5	\$50.70	<u>\$253.50</u>
			<b>\$253.50</b>
<b>Field Work</b>			
Historian	16	\$50.70	\$811.20
Resource Tech II	16	\$37.05	<u>\$592.80</u>
			<b>\$1,404.00</b>
<b>Report Preparation</b>			
Historian	30	\$50.70	\$1,521.00
GIS & Illustration Tech III	30	\$50.70	\$1,521.00
Editor/Report Production	4	\$33.15	<u>\$132.60</u>
			<b>\$3,174.60</b>
<b>Total Labor</b>			<b>\$4,832.10</b>
<b>Direct Costs</b>			
Architectural Historian	12	\$55.00	\$660.00
Mileage	300	\$0.59	\$177.00
Reports & Printing (pages)	600	\$0.60	<u>\$360.00</u>
			<b>\$1,197.00</b>
<b>Net Fee (17 % of salaries)</b>	\$4,832.10	0.17	<b>\$821.46</b>
		<b>Total</b>	<b><u>\$6,850.56</u></b>

## References Cited

American Antiquity

2017 Editorial Policy, Information for Authors, and Style Guide for American Antiquity and Latin American Antiquity. <http://www.saa.org/Publications/StyleGuide/styleGuide.pdf>.

National Park Service

2014 *National Register of Historic Places*. National Park Service, U.S. Department of the Interior. <https://www.nps.gov/maps/full.html?mapId=7ad17cc9-b808-4ff8-a2f9-a99909164466>. Accessed July 10, 2019.



# Curriculum Vitae

## Orion Scott Kroulek, MA, RPA

1152 S. Crestfield Ln.

Hixson, TN 37343

423-443-5524

okroulek@cumberlandara.com

---

### EDUCATION

---

*New Mexico State University, Las Cruces, NM*

**M.A. in Anthropology (Archaeology concentration)**

**2012**

Thesis: "Temporal Component Analysis of Kipp Ruin, a Mimbres Pueblo Site on the Deming Plain"

*University of Tennessee at Chattanooga, Chattanooga, TN*

**B.S. in Anthropology with History Minor**

**2006**

3.4 GPA with 4.0 in major studies

---

### PROFESSIONAL EXPERIENCE

---

*Cumberland Applied Research Associates, Inc.*

**CEO/Principal Investigator for Archaeology and History**– Conducted NHPA Section 106 Phase I, II, and III archaeological investigations as well as historical research projects throughout Alabama, Tennessee, and Georgia. Led crews in fieldwork, managed lab and office workflows for all projects, and prepared Section 106 reports for client/SHPO review.

**2019-present**

Led the firm as a founder and Chief Executive Officer.

Led field crews of 2-12 individuals. Managed all project logistics, crew member selection and hiring, field methodologies, and quality control for project deliverables.

Prepared project reports to meet or exceed SHPO standards and guidelines for Section 106/110 reporting.

Managed project budgets, travel, and deadlines to ensure timely completion of project deliverables.

---

*University of Tennessee at Chattanooga*      **Fall 2018-Spring 2019**

**Adjunct Professor** – Taught one section of Introduction to Cultural Anthropology (ANTH 1200) during the Fall 2018 and Spring 2019 semesters.

Designed and implemented a course with exceeds the core learning requirements set for the course.

Received positive student feedback and reviews.

---

*Alexander Archaeological Consultants, Inc.*

**Archaeologist/Principal Investigator** – Conducted NHPA Section 106 Phase I, II, and III archaeological investigations throughout Alabama, Tennessee, and Georgia. Led crews in fieldwork, managed lab and office workflows for my projects, and prepared Section 106 reports for client/SHPO review.

**2014-2019**

Conducted archaeological background research necessary for reporting as well as kept up to date on advances within the discipline.

Led field crews of 2-11 individuals. Managed all project logistics, crew member selection and hiring, field methodologies, and quality control for project deliverables.

Prepared project reports to meet or exceed SHPO standards and guidelines for Section 106/110 reporting.

Managed project budgets, travel, and deadlines to ensure timely completion of project deliverables.



---

*Environmental Corporation of America*

---

**Project Manager/Archaeologist** – Conducted NHPA Section 106 Phase I **2013-2014** archaeological surveys and NEPA Phase I Environmental Site Assessments in support of cell tower construction throughout Georgia, Kentucky, Alabama, Tennessee, Mississippi, North Carolina, and California.

---

Conducted archaeological background research necessary for reporting.

Conducted NEPA Phase I interviews and background research necessary to report historical uses of hazardous materials or petroleum products.

Conducted shovel tests in order to identify potential historic properties within cell tower area of direct effects.

Managed public announcements and project correspondence with SHPOs, THPOs, and consulting parties regarding proposed cell tower construction.

Managed project budgets, travel, and deadlines to ensure timely completion of project deliverables.

---

*Midsouth Cultural Resource Consultants*

---

**On-Call Archaeologist/Field Assistant** – Assisted Primary Investigator in FCC cell **2013** tower Phase I archaeological survey field work and documentation.

---

Conducted field visits including shovel testing, photographic documentation, and collection of all data needed for report preparation.

---

*Ft. Campbell Cultural Resources Office (Aerostar Environmental Services, Inc., Aerostar SES, Inc., Engineering & Environment, Inc.)*

---

**Archaeologist/Historic Preservationist** – Contracted support staff for Cultural Resources Program Manager

**2011-2013**

---

Conducted Phase I and Phase II fieldwork, artifact analyses, and report preparation tasks for cultural resources compliance reports in both Tennessee and Kentucky

Responsible for data management and analysis tasks including the creation and management of ESRI geodatabases, ESRI shapefiles, Microsoft Access databases, and Microsoft Excel Spreadsheets

Filed site form updates with State Historic Preservation Offices in both Tennessee and Kentucky

Site monitoring and condition assessment of archaeological resources as well as historic cemeteries

Reviewed contract reports, data, and accompanying documentation to ensure compliance with Tennessee and Kentucky Standards and Guidelines for Cultural Resource Management Reports

Reviewed project plans, proposals, and documentation to determine effects of projects upon historic properties as defined by 36 CFR 800.

Assisted in the implementation of National Historic Preservation Act Section 106 Programmatic Agreements for the operation of the post, management of the Clarksville Base Historic District, and Residential Communities Initiative.

Reviewed National Environmental Protection Act Record of Environmental Consideration (RECs) documents for internal project review in addition to Environmental Assessments and Environmental Impact Statements.

Reviewed all Tennessee One Call System excavation requests

Reviewed, edited, and implemented current Fort Campbell Integrated Cultural Resources Management Plan

Coordinated with Range Control and Physical Security Offices to facilitate safe range access for fieldwork and condition assessments

Managed Fort Campbell Collections and curatorial activities

---

---

Assisted in coordinating and implementing Public Outreach initiatives with groups such as individuals from the public, the Boy Scouts of America, and local historical societies.

---

*DMG Four Corners Research, Inc.*

---

**Field Technician** – Pedestrian GPS cultural survey **2009-2010**

Phase I pedestrian survey at White Sands Missile Range (DOD) in support of NHPA Section 110

Phase I pedestrian survey at Guadalupe Mountains National Forest (USDA Forest Service) in support of NHPA Section 106

---

*Geo-Marine, Inc.*

---

**GIS Specialist** – Manage, analyze, and disseminate GIS data **2008-2009**

Support staff for cultural resources contracting firm serving Fort Bliss, Texas and New Mexico.

Responsible for all GIS data, spatial analysis, and incorporation of geographic data into project reports

Developed custom GIS software solutions for field data collection, GIS lab data processing, spatial analysis tasks, and report production.

Produced spatial analysis chapters for incorporation into project reports synthesizing results and interpretations yielded by spatial analysis methods.

---

*Lone Mountain Archaeological Services, Inc.*

---

**GIS Manager** – Support staff for IDIQ cultural resources contracting firm serving Fort Bliss, Texas and New Mexico. **2008**

---

Management of GIS lab functions and personnel (3 technicians)

Oversight of all GIS project workflows, field cartography, and spatial analysis tasks

Oversight of all GIS- or CAD-based report products

Established and managed a pole-mounted aerial photography and 3D modeling program

---

*Lone Mountain Archaeological Services, Inc.* **2006-2008**

---

**GIS Technician** – Support staff for IDIQ cultural resources contracting firm serving Fort Bliss, Texas and New Mexico.

---

Data collection equipment maintenance, programming, and development.

Oversight of field mapping tasks using a variety of GPS and surveying equipment.

Spatial analysis tasks including site distribution analysis, hydrological analysis, least-caloric path analyses, and site formation process analysis.

---

## **MEMBERSHIPS AND CERTIFICATIONS**

---

Meets or exceeds all Secretary of the Interior qualifications for Prehistoric Archaeologist, Historic Archaeologist, and Historian

Register of Professional Archaeologists (since 2013)

Member of the Society for American Archaeology (2007)

Prequalified as a Principal Investigator in the Commonwealth of Kentucky (since 2013)

Member of Lambda Alpha National Anthropological Honors Society (lifetime member since 2006)

Member of the Southern Anthropological Society (2005)

---

Ann Meyers Gray, MSHP

PHONE: (423) 432-3334  
AGRAY@CORNERSTONESINC.ORG

401 OAK AVENUE  
SOUTH PITTSBURGH, TN 37380

#### EDUCATION

**MA** Middle Tennessee State University, Historic Preservation 1984  
**BS** Wright University, History 1980  
**BA** Wright University, Sociology 1980

#### PROFESSIONAL EXPERIENCE

**Alexander Archaeological Consultants, Inc.**, Wildwood, GA 2008 to present  
**Architectural Historian**

Conducted NHPA Section 106 historical architecture surveys, evaluations, and documentation.

**Cornerstone, Inc.**, Chattanooga, TN 2000 to present

#### **Executive Director**

First Executive Director of the non-profit historic preservation organization.

Membership base has double under my direction.

Consistently increased annual fundraising – this year the increase is 150%

Responsible for directing the organization on historic preservation projects, inclusive of historic preservation education, disseminating of historic tax credit and national register survey information, and influencing public policy relative to historic preservation issues.

Prepared the Signal Mountain, TN architectural review component for inclusion on the National Register of Historic Places.

**City of Chattanooga**, Chattanooga, TN 1998 to 2000

#### **Architectural Design Reviewer**

The first architectural design reviewer for the city responsible for all aspects of architectural review both residential and commercial properties.

Managed seven design review districts four of which were historic districts.

**Private Industry Council**, Chattanooga, TN 1997 to 1998

#### **Assistant Director of Development**

Worked for the Southeast Tennessee region securing federal grants from the U.S. Department of Labor.

**Planning & Development, Inc.**, Jasper, TN 1991 to 1997

#### **Director**

Worked with five (5) cities and Marion County relative to comprehensive land use planning and community development issues.

Procured over \$5 million in grants for community development and historic preservation projects.

Established the South Pittsburg Historic District that is listed on the National Register of Historic Places. Spearheaded the project and participated in all phases of the implementation and designation.

#### SELECTED PUBLICATIONS

Ms. Gray has served as the Architectural Historian for several AAC projects. Selected recent publications are listed below.

Castor, C. and A. Gray

2014 An Architectural and Historic Structure Inventory in Support of the Tennessee Aquarium at Baylor School, Chattanooga, Hamilton County, Tennessee. Alexander Archaeological Consultants, Inc. Wildwood, GA.

Gray, A. and O. S. Kroulek

2016 NHPA Section 106 Review in Support of the Proposed Walnut Street Pedestrian Bridge Repair and Construction, Phase I, Chattanooga, Hamilton County, Tennessee. Alexander Archaeological Consultants, Inc. Wildwood, GA.

Kroulek, O. S., L. S. Alexander, and A. Gray

2017 Phase I Archaeological Survey and Architectural Review in Support of the Roaring Paunch Wetland Mitigation Bank, Scott County, Tennessee. Alexander Archaeological Consultants, Inc. Wildwood, Georgia.

#### PROFESSIONAL AFFILIATIONS

National Trust for Historic Preservation, Member

National Trust Forum, Member

South Pittsburg Historic Preservation Commission, Member