

This Services Agreement made and entered into on July 11, 2023 by and between Consor Engineers, LLC hereinafter referred to as “CONSULTANT”, and City of Crossville, hereinafter referred to as “CLIENT”:

WHEREAS, CONSULTANT and CLIENT wish to enter into this **Services Agreement**, hereinafter referred to as the “**Agreement**”, for the furnishing of professional services in the field of engineering as further provided in this Agreement (“**Services**”) for the Survey, Design, and Right-of-Way Services for the Extension of Interstate Drive East of Genesis Road for approximately 0.26 miles; and

WHEREAS, CONSULTANT possess the qualifications to perform necessary professional services for CLIENT on the terms herein;

THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

TERMS AND CONDITIONS

- SERVICES AND INSTRUMENTS OF SERVICE.** CONSULTANT shall perform and CLIENT shall pay for the Services to be performed by CONSULTANT pursuant to the “**Scope of Services**”, attached as **Exhibit “A”**. All Services not described in **Exhibit “A”** shall be “**Additional Services**”, shall not be included in any pricing in the Scope of Services and shall be performed based on the CONSULTANT’s standard fee schedule. All designs, reports, drawings, specifications, plans, sketches, specifications, documents, work product and other deliverables prepared by or furnished by CONSULTANT (collectively “**Instruments of Service**”), whether in hard copy or electronic form, shall be deemed the property of the Client, authored by the CONSULTANT, and that Client shall retain all common law, statutory and other reserved rights, including copyrights and all attendant intellectual property rights, of all Instruments of Service contingent upon the express condition that all amount due to CONSULTANT are fully-paid to CONSULTANT. Instruments of Service or any alteration of them whatsoever without CONSULTANT’s review and approval shall be at the CLIENT’s sole risk and without liability to the CONSULTANT.
- PAYMENT TERMS.** Invoices will be submitted at least monthly for services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to CONSULTANT at the address specified on CONSULTANT’s invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify CONSULTANT in writing within ten (10) days from the date of receipt of CONSULTANT’s invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. CONSULTANT may suspend all Services until payment is received. Any amounts due to the CONSULTANT under this Agreement may bear interest at the rate of 1.5% per month.
- STANDARD OF CARE.** CONSULTANT will perform its Services using the care and skill ordinarily exercised by professionals performing similar services under similar conditions in the same or similar locality as CONSULTANT (“**Standard of Care**”). CLIENT is responsible for, and CONSULTANT may rely upon the accuracy and completeness of all CLIENT furnished information, specifications, studies and documents (collectively “**Client Information**”) without CONSULTANT’s need to confirm any CLIENT information. Both parties recognize that the Client Information may change, and in that event, the CLIENT and CONSULTANT shall appropriately adjust the Services, Scope of Services, and the CONSULTANT’s compensation.
- INSURANCE.** CONSULTANT shall procure and maintain insurance as follows: Worker’s compensation and employer’s liability as required by applicable law; comprehensive general liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); professional liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); and automobile liability (\$1,000,000 - combined single limit). If requested by CLIENT, CONSULTANT shall add CLIENT (and any lender of CLIENT) as an additional insured to the comprehensive general liability policy.
- CHANGE ORDERS OR MODIFICATIONS TO SERVICES.** CLIENT shall be advised prior to the execution of services deemed by CONSULTANT to be Additional Services. Any changes in the work, changes in the Project, changes in the Scope of Services beyond those in **Exhibit “A”**, changes in the type of Services required beyond those in Scope of Services, acts of God or casualty (collectively a “**Change**”), such Change shall be Additional Services and shall result in a change to the amounts stated for Services on the Scope of Services. For any Changes, CONSULTANT shall prepare and present to CLIENT a written authorization to modify this Agreement to account for the change (“**Change Order**”). If CLIENT and CONSULTANT cannot agree on the fees for any Additional Services, CONSULTANT shall have the right to suspend all Services until an agreement is reached. If unforeseen circumstances substantially alter the Services or the risks involved in providing such Services, CONSULTANT shall promptly notify and consult with the CLIENT but will act based on our sole judgment where risk to personnel is involved. If specific periods of time or dates for rendering Services are set forth in this Agreement, and if such periods of time or dates are changed through no fault of CONSULTANT exclusively, the time and compensation for Services shall be subject to equitable adjustment. It shall be the sole responsibility of the CLIENT to inform the CONSULTANT of any schedules or time limitation in CONSULTANT’s performance of its Services. Absent any express written agreements as to the time required to perform the Services, CONSULTANT shall not be responsible for any delay in performing Services by any particular date or period of time. If CLIENT requests a Change or other revision in the scope, extent, or character of the project, the CLIENT shall issue a Change Order in which the Parties shall agree on an equitable adjustment in CONSULTANT’s compensation, schedule, or both.

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6. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, CLIENT agrees that the liability of CONSULTANT to CLIENT for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness fees) arising out of or related to, but are not limited to, the negligent acts(s), error(s), or omission(s) of CONSULTANT in performing services as stated within the Agreement, shall be limited to the amounts in paragraph four (4) above. CLIENT acknowledges that this limitation of liability is a material term of this Agreement for the CONSULTANT, and that but for this limitation of liability, the CONSULTANT would not have entered into this Agreement.
 7. **OMIT**
 8. **FORCE MAJEURE.** CONSULTANT shall not be responsible for damages or delays in performance caused by force majeure, acts of God, strikes, lockouts, accidents, shortage of materials, shortage of labor, vandalism, pandemic (including COVID-19), or other events beyond CONSULTANT's control.
 9. **SITE ACCESS.** If entry on a project site is required to perform the services agreed to under this Agreement, CLIENT, at its cost, shall arrange for right-of-entry to the property. CLIENT represents that it possesses necessary permits and licenses for the activities required at the site under this Agreement.
 10. **HAZARDOUS CONDITIONS.** If a hazardous environmental condition is encountered or alleged, CONSULTANT has the obligation to notify CLIENT and, to the extent required by applicable laws and regulations, notify appropriate authorities. CLIENT warrants that it has disclosed, to the best of its knowledge, to CONSULTANT, the existence of any hazardous environmental condition at or near the work site.
 11. **CLIENT RESPONSIBILITIES.** CLIENT shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, CLIENT objectives; schedule; constraints and criteria; and site requirements. CLIENT shall identify a representative authorized to act on the CLIENT'S behalf with respect to the Project. CLIENT shall render decisions and approve the CONSULTANT'S services and work product in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. CLIENT shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
 12. **CONSTRUCTION AUTHORITY.** If the work detailed under this Agreement goes to construction, CONSULTANT shall not: (a) direct, inspect, supervise or have control over the Contractor's work; (b) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor; (c) be responsible for safety precautions and programs related to the Contractor's work in progress; (d) be responsible for any failure of Contractor to comply with the laws and regulations. CONSULTANT shall not be responsible for the acts or omissions of the Contractor(s) or any of the Contractor's agents or employees or any other persons (except CONSULTANT's own employees, agents and subcontractors) at the work site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without direct consultation and advice of CONSULTANT. CONSULTANT shall be under no obligation to report any deviations from the Instruments of Service unless expressly requested to do so by the CLIENT, and only to the extent such work is easily viewable and such deviations are actually known to CONSULTANT.
 13. **SUB-CONSULTANTS.** CONSULTANT may arrange for some of the Services to be performed by outside consultants to CONSULTANT ("**Sub-Consultants**"). CONSULTANT shall supervise Sub-Consultant's work but Sub-Consultant shall be responsible to perform to the Sub-Consultant's Standard of Care. All communication to any Sub-Consultant shall be through the CONSULTANT.
 14. **SUCCESSORS; THIRD PARTIES.** This Agreement shall bind the successors and legal representatives of both parties. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties signed below.
 15. **DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes through good faith negotiations. If the parties fail to resolve a dispute after sixty (60) days of good faith negotiations, CLIENT and CONSULTANT agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or breach thereof to resolution through mediation by a mediator to be agreed upon by the parties, or through a judicial settlement conference. CLIENT and CONSULTANT shall exercise their rights to litigation only after submitting to mediation. Venue for litigation shall be the Chancery Court of Cumberland County, Tennessee. Except as otherwise provided herein and to the extent allowed by law, each party shall be responsible for its own legal costs and attorneys' fees.
 16. **TERMINATION.** Either party may terminate this Agreement without cause upon ten (10) day advance written notice. In the event CLIENT requests termination prior to completion of the proposed services, CLIENT agrees to pay CONSULTANT for all costs incurred to date of notice of termination. The limitation of liability of this Agreement shall be binding notwithstanding any termination of this Agreement.
 17. **CONTROLLING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State where the Project is located.
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18. OMIT

19. ENTIRE AGREEMENT. This Agreement including Exhibit "A", the following listed documents and all attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are integrated herein and are superseded by this written Agreement. Any supplement or amendment to this Agreement shall be in writing and signed by the parties.

**ACCEPTED – THE SERVICES SPECIFIED HEREIN, ASSOCIATED BILLING TERMS/PRICING, TERMS AND CONDITIONS,
AND EXHIBITS ARE HEREBY ACCEPTED BY THE UNDERSIGNED.**

DATE OF ACCEPTANCE

Consor Engineers, LLC



AUTHORIZED SIGNATURE (CLIENT)

AUTHORIZED SIGNATURE (CONSULTANT)

Michael A. Flatt, PE, Vice President, Growth Strategies

CLIENT NAME & TITLE

NAME & TITLE

EXHIBIT A
Scope of Services

June 29, 2023

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

**RE: Interstate Drive Extension
From SR-298 (Genesis Road) East approximately 0.26 miles
Scope and Fee Proposal**

Dear Tim,

Conсор Engineers, LLC (Conсор) is pleased to submit the following scope of work and fee proposal for the proposed roadway extension of Interstate Drive from the intersection of Genesis Road east approximately 0.26 miles. The City of Crossville wishes to accelerate the design and right-of-way phase and move to construction as soon as feasibly possible. Additionally, the City desires for the Right-of-Way process to meet TDOT guidelines and that the project be administered following TDOT policies and procedures.

Below are the major tasks for project development and their associated fee:

1. **Topographic Survey:** Full topographic survey for the area as shown in the attachment. Identification and location of above and below ground utilities as marked by TN One-Call and through information provided by utility owners. Additionally, deed research, property boundary information and right-of-way along Genesis Road will be established for the tracts adjacent to the proposed project limits. Survey to be performed to TDOT standards. **Fee: \$25,500**
2. **Concept Development & Intersection Analysis:** In order to gain TDOT approval to make modifications to the existing intersection of SR-462 (Interstate Drive) and SR-298 (Genesis Road), we anticipate the department will require traffic analysis be performed to document there will be no negative effects on its operation. To perform this analysis, we will utilize the existing traffic volumes as shown in the SR-462 widening plans and supplement those with anticipated traffic from the proposed development(s) along the east extension of Interstate Drive (City to provide planned development information for trip generation purposes). As part of this task and while field surveying is underway, a conceptual layout of the proposed Improvements will be developed for use with agency coordination meetings and to facilitate early discussions with affected property owners and utility owners. **Fee: \$11,500**
3. **Preliminary/Right-of-Way Plans:** It is anticipated that the extension of Interstate Drive will be approximately 1,400 feet to the east and beginning at the existing signalized intersection of SR-462 and SR-298. Based upon direction from the City, the typical section will be comprised of five lanes, with curb, gutter and sidewalks. Minor traffic signal modifications will be required and will likely necessitate the relocation of an existing mast arm pole(s) to accommodate the proposed roadway extension. All design aspects shall meet TDOT standards and specifications. **Fee: \$73,200**
4. **Wetland Determination:** Through a subconsultant, the presence of a wetland and its boundaries will be determined and delineated in general accordance with the 1987 Corps of Engineers Wetlands Delineation Manual (Technical Report Y-87- 1). This will include an evaluation of the soil, vegetation, and hydrologic characteristics. Soil conditions will be observed over the suspected wetland area to determine the presence or absence of hydric soils. Once the wetland delineation has been completed, geo-referenced

flagging will be placed to identify wetland areas in the field and a digital platform. Upon completion of field work, a formal report documenting the findings will be prepared and submitted. **Fee: \$4,200**

5. **Limited Geotechnical Investigation:** Through a subconsultant, site subsurface conditions will be explored with three (3) soil test borings located within the area of potential wetlands. Each of the borings will be extended to a depth of 10 feet below existing ground elevation or to auger refusal, whichever occurs first. All soil samples will be tested for natural moisture content determinations, Atterberg limits tests, standard Proctor tests, and California bearing ratio (CBR) tests. A report documenting the findings will be prepared and will include any recommendations for soil-related construction including site preparation, fill construction, and ground water control. **Fee: \$7,800**
6. **Right-of-Way Services:** This task includes preparation of exhibits and legal descriptions, title searches, appraisals, review appraisals, acquisition services, negotiations, and closings. Consor will be using TDOT approved subconsultants for these services. We anticipate three (3) tracts for acquisition. For the total Fee for this task, we have assumed the need for appraisals for all of the tracts. As indicated by the City, it is likely that owners of Tract 2 (Plateau Rental, LLC) and Tract 3 (XI Properties PTNSP) may be willing to donate. If this is the case, then an appraisals and review appraisals **will not be required** for those tracts and the fee associated for those would not be Invoiced to the City. The total fee for this task includes \$6,500 for the preparation of legal descriptions and exhibits as well as right-of-way services coordination by Consor staff. **Fee: \$41,000** (See breakdown of fee per tract on the following page)
7. **Meetings and Coordination:** To facilitate the desired accelerated delivery of the project, we anticipate early coordination meetings with the City of Crossville as well as affected property owners, TDOT and utility owners. At major milestones, plans review meetings will be held in-person with the City to gain input and feedback throughout the Preliminary and ROW design phases. Our expectation is the review and approval of the Initial concept and traffic analysis by TDOT will occur at the regional level and will be best accomplished with in-person meetings. **Fee: \$6,500**
8. **Additional tasks not included in this scope of work but added via a contract supplement at a later date:** Final Construction plans development, permitting, wetland mitigation (if required), bid phase assistance and construction engineering and inspection (CE&I). **Fee: TBD**

Total Lump Sum Fee: \$169,700

Right of Way Services

Appraisals and Reviews

Tract 1	Speedway, LLC	\$ 13,000 Appraisal	\$ 6,500 Review Appraisal
Tract 2	Plateau Rental, LLC	\$ 5,000 Appraisal	\$ 2,500 Review Appraisal
Tract 3	XI Properties PTNSP	\$ 5,000 Appraisal	\$ 2,500 Review Appraisal

Note: The quote for Tract 1 is for a formal appraisal, which is required if condemnation proceedings are necessary to obtain acquisition. Since the tract may only require slope and construction easements, then a Formal Part Affect, FPA, approach may be used. The difference in cost of these two types of appraisals is \$8,000.

*As noted previously, we have assumed the need for appraisals for all of the tracts. As indicated by the City, it is likely that owners of Tract 2 (Plateau Rental, LLC) and Tract 3 (XI Properties PTNSP) may be willing to donate. If this is the case, then an appraisals and review appraisals **will not be required** for those tracts and the fee associated for those would not be invoiced to the City.*

Acquisition Services

The subconsultant shall perform the following management and acquisition services:

1. Title Services - \$5,025: 3 tracts @ \$1,675 per tract
2. Managing / Consulting: \$7,500 total
3. Acquisition: \$26,000 total (\$6,500 per tract plus sign relocation services. Please note the fee for the sign relocation does NOT include the actual cost to relocate the sign, but to navigate the process of the relocation i.e. obtain estimate proposals, work with the owner/tenant and utilities to determine limitations and relocation area, determine necessary paperwork and execute, etc.)

Title Services

- Thirty (30) year title research and title opinion letter
- Document Preparation
- Closing Services – mortgage / lien releases upon request and distribution of compensation
- Recording easement acquisition documents, recording fees invoiced separately.

Managing / Consulting / Acquisition

- Project overview, site visits, review of plans and exhibits, and progress updates
- Oversee and coordinate all sub-consultants and ensure on time deliverables.
- Perform a cursory review of all reports. Reports for each tract to include: title opinion letter, appraisal and review appraisal.
- Review exhibits and legal descriptions and provide feedback.
- Create and send notifications letter to property owners.
- Preparation of tract files to include vesting deed, tax card, appraisals, agent communication logs, easement and other documents obtained during acquisition.
- Communication with property owners includes locating, making appointments, explaining the project, describing the process, and obtaining signature(s) on acquisition documents; Delivery of compensation if requested.

Below is the project schedule highlighting the major activities:

Interstate Drive Extension - Project Schedule						
MONTHS	1	2	3	4	5	6
MAJOR MILESTONES						
Field / Topographic Survey	█	█				
Traffic Analysis (SR-462/SR-298 Intersection)	█	█				
Develop Conceptual Layout		█	█			
Wetlands Determination & Geotech	█	█				
Initial Meeting with Property Owners			█			
Status Review with City			█			
Project Review Meeting w/ TDOT			█			
Prelim/ROW Plans Development			█	█	█	
Begin Property Appraisals			█	█	█	
Early Coordination Meeting w/ Utilities			█			
Prelim/ROW Plans Review w/ City					█	
Meeting with TDOT for Access/Highway Permit					█	
Finalize ROW Plans						█

We have assembled teaming partners needed to successfully deliver this project on an accelerated schedule including UES (formerly Geotechnology, Inc.) for geotechnical investigation and wetland determination as well as multiple TDOT Certified Real Estate Professionals for R.O.W./Easement appraisals, review appraisals, negotiations and acquisitions. We appreciate the opportunity to present this scope and fee proposal and welcome any questions that you may have.

Sincerely,
Conzor Engineers, LLC



Michael A. Flatt, PE, Vice President, Growth Strategies
Phone Number: 615.714.9543 | mike.flatt@consoreng.com

Attachments

Cc: Philip Nelson, PE
Tom Clinard, PE

