



801 Rep. John Lewis Way S, Suite 206  
Nashville, TN 37203  
615-460-9797

**June 17, 2025**

Tim Begley, P.E.  
City Engineer  
City of Crossville, Tennessee  
392 North Main St.  
Crossville, TN 38555-4232

***RE: Proposal to Provide Environmental Consulting Services  
Permit Application Assistance  
Meadow Park Lake Water Supply Project  
City of Crossville, Tennessee***

**Dear Mr. Begley,**

Thank you for contacting Davey Resource Group, Inc. "DRG" to present you with this proposal to provide environmental consulting services relative to the referenced property. We understand the subject property is depicted in the attached exhibit provided by DRG (Figure 1. Site Location and Existing Aquatic Resources Overview Map). The proposed project will elevate the existing dam height resulting in inundation of the lower reaches of watercourses that drain to the lake and wetlands that have formed along the lake margins. These proposed activities will require an Aquatic Resource Alteration Permit (ARAP) from the Tennessee Department of Environment and Conservation (TDEC) and a §404 permit from the United States Army Corps of Engineers (USACE).

As discussed, this proposal describes the anticipated scope of work necessary to 1) assist with the preparation of ARAP application materials, 2) revise the Jurisdictional Determination Request, 3) revise TNSQT data and report, and 4) recover costs from work completed for mitigation negotiations, regulatory coordination and miscellaneous consulting. The following scope for the proposed Meadow Park Lake Water Supply Project is inclusive of all labor, material, and equipment.

## **Scope of Work**

### **Task 1: Assist with Preparation of ARAP and §404 Permit Application Materials**

DRG will assist in the preparation of a portion of the ARAP and §404 Permit application materials for the project's unavoidable alterations to jurisdictional streams and wetlands. These materials will be specific to the application materials listed in Kevin Young's email dated May 27, 2025, as support to J.R. Wauford & Company, Consulting Engineers, Inc. (Wauford) in their preparation/assembly of the ARAP and §404 permit applications. We understand that the proposed project includes approximately 9,500 linear feet of stream impacts and will require approximately 6,000 Functional Foot Credits (FFC's) for compensatory mitigation. This estimate of FFC's will be updated and refined to reflect the most up to date information as specified in the scope of Task 3,

below. Additionally, we understand that the proposed project includes wetland impacts that will require approximately 45 wetland credits. This estimate of wetland credits will be updated and refined to reflect the most up to date information as specified in the scope of Task 2, below.

As discussed, DRG's scope will include preparing information to support submittal of the following components of the TDEC Individual ARAP application:

- Section 6.3: Photographs of the resource(s) proposed for alteration.
- Section 6.4: Narrative description of the existing stream and wetland characteristics.
- Section 6.5: Narrative description of the proposed stream and wetland characteristics.
- Section 6.6: Wetland delineation materials (including data forms and site map).
- Section 11.2: Analysis of proposed appreciable loss of resource value (including TNSQT data, Existing Condition Scores (ECS's), and debit calculations).

This scope of work includes 30 hours of consulting work to complete the permit preparation tasks requested by Wauford and outlined above, and these consulting services will be billed on a time and materials basis as requested by Wauford.

#### *Task 2: Jurisdictional Determination Request, Phase II*

DRG will revise the "Jurisdictional Determination Request, Phase II: Wetland Delineations, Meadow Park Lake" dated January 26, 2023 prepared by Davey to reflect only the magnitude of wetland loss associated with the final impact area defined by the USACE and TDEC, to reflect additional assessments of impacted wetlands conducted by Davey since preparation of the January 26, 2023 Jurisdictional Determination Request, and to reflect the final proposed normal pool elevation (1834.0), which establishes the upper limit of the impact area. The revised jurisdictional determination request will be in a format that is compatible with the requirements of "Components of a Complete Waters of the U.S. Delineation Report" dated February 2017. For this task, we have provided a sub-task budget estimate that includes accompanying the USACE during a 2-day site visit, if required.

#### *Task 3: TNSQT Data Review, Debit Calculations, and Report Revision*

DRG will review and revise the "Stream Functional Loss Determination Report, Baseline Environmental Assessment", prepared by Ecosystem Planning and Restoration (EPR) and dated October 13, 2022, to reflect only the magnitude of stream functional loss associated with the final impact area defined by the USACE and TDEC. TNSQT rapid data sheets for all reaches previously assessed by EPR will be provided to DRG for inclusion into the report. The report will also reflect any additional assessments of impacted streams and ephemeral channels conducted by Davey since preparation of the October 13, 2022 report, and as deemed necessary for accurate representation of the existing aquatic resources. The existing aquatic resources are limited to the existing channels located between the existing top of dam elevation (1827.3) and the final proposed normal pool elevation (1834.0) which establishes the upper elevation limit of impact area. The revised report and data analysis will follow all the requirements in TDEC's "2019 Stream Mitigation Guidelines" dated May 20, 2019 and the "User Manual, Tennessee Stream Quantification Tool, Tennessee Debit Tool" dated May 20, 2019.

#### *Task 4: Completed Mitigation Negotiations, Regulatory Coordination, & Miscellaneous Consulting*

Work performed since the depletion of the fee established in the Davey agreement with the City of Crossville executed on November 14, 2023 will be recovered as part of this task. This task includes time and materials

provided by DRG for past site visits, mitigation negotiations, meetings, and regulatory coordination and other miscellaneous consulting services completed to date in conjunction with the permit application process.

This proposal can be implemented by either issuing a purchase order, or by signing the Authorization to Proceed below and returning to our office. Please feel free to only choose the line items for the work you would like us to perform at this time.

If you have any questions or wish to arrange for a meeting to discuss this scope of work, please call me at 615.400.0802. Thank you for allowing DRG the opportunity to work with you.

Sincerely,

 <b>Samuel K. Parish, PG, CPESC</b> <b>Principal Consultant</b> Davey Resource Group, Inc. <a href="http://www.daveyresourcegroup.com">www.daveyresourcegroup.com</a>	 <b>Cat Hoy, PWS, CERP</b> <b>Senior Associate Consultant</b> Davey Resource Group, Inc. <a href="http://www.daveyresourcegroup.com">www.daveyresourcegroup.com</a>
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# Authorization to Proceed

The following pricing options have been developed for consultations and reports as requested. Any additional consultation or effort would be priced at our hourly rate(s) described in the attached fee schedule. We anticipate initiating this scope of work immediately after receiving the signed agreement.

## Crossville Meadow Park Lake – Permit Application Services

<b>TASK</b>	<b>TERMS (Time/Materials, NTE, Lump Sum)</b>	<b>FEE</b>
Task 1: Assist with Preparation of ARAP Application Materials*	NTE	\$6,800.00
Task 2: Jurisdictional Determination Request, Phase II**	NTE	\$5,218.00
Task 3: TNSQT Data Review, Debit Calculations, and Report Revision	NTE	\$7,640.00
Task 4: Mitigation Negotiations, Regulatory Coordination, & Miscellaneous Consulting	NTE	\$8,162.78
<b>Project Total</b>		<b>\$27,820.78</b>

*\* This scope of work includes 30 hours of consulting work to complete the permit preparation tasks requested by Wauford, and these consulting services will be billed on a time and materials basis as requested by Wauford and/or the City of Crossville.*

*\*\*An additional fee of \$7,358 is anticipated if a USACE site visit is required for the JD Request task and would increase the total estimated project budget to \$35,178.78*

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.

Client Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Printed Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

Invoicing Entity Name / Email: \_\_\_\_\_

**Davey Resource Group, Inc.**

Name/Title: Sam Parish, Principal Consultant  
Date: 6/17/25

# TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- 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.

# SCHEDULE OF PROFESSIONAL FEES

<b>Position</b>	<b>Hourly Rate (\$)</b>
Principal/Area Manager III	280.00
Principal Consultant II	205.00
Principal Consultant I	200.00
Senior Associate Consultant V	195.00
Associate Consultant II	130.00
Environmental Scientist/Specialist V	110.00
Environmental Scientist/Specialist IV	105.00
Environmental Scientist/Specialist III	100.00
Environmental Scientist/Specialist II	95.00
Inventory Arborist II	100.00
Project Support Staff	75.00

A 20% fee will be added to project expenses, subcontractor's invoices, and the prevailing IRS mileage reimbursement rate.

Expert witness preparation and testimony will be billed at 150% of scheduled fees.

