



February 27, 2025

Mrs. Cathy Olsen, GISP, PMP
Operation Director
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

Subject: Scope and Fee Proposal
Tipton Station Left Turn Lane "Intersections 1" and Roundabout "Intersection 2"

Dear Mrs. Olsen

Gresham Smith is pleased to present this Scope and Fee Proposal for engineering services to Knox County. The purpose of these services is to perform Survey, Geotech, Hydraulic Determination and Engineering Services for the Tipton Station Road intersections listed in scope document. The attached agreement includes the scope of services and work breakdown for the project.

PROFESSIONAL SERVICES

A detailed scope of services is attached for reference.

We appreciate the opportunity to make this project a success for Knox County. If you have any questions or need additional information you may reach me by telephone at 865.299.6130 or by email at patrick.fiveash@greshamsmith.com. You may also contact Jason Brady at 865.299.6126 or by email at Jason.Brady@greshamsmith.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Pat Fiveash', with a horizontal line extending to the right.

Patrick Fiveash, PE, CPESC
Project Manager

Copy, Ben Friend, Paul Beebe

Genuine Ingenuity

2095 Lakeside Centre Way
Suite 120
Knoxville, TN 37922
865.521.6777

GreshamSmith.com

LOCATION & DESCRIPTION

The scope of services for this project as stated in the MOU between Knox County and D.R. Horton, INC includes "Intersection No. 1" the addition of a left turn lane on Maryville Pike heading south for traffic to turn onto Tipton station and "Intersection No. 2" a rural roundabout located at the intersection of Tipton Station Rd and West Martin Mill Pk. The project will include the task listed below.

Sub-consultants RGC&A and UES will be sub-contracted through Gresham Smith.

Survey (see attached from RGCA) \$48,600.00**Hydraulic Determination (see attached from UES) \$5,000.00****Geotech Services Pavement Design (see attached from UES) \$7,500.00****Preliminary Plans Design 60% \$73,240.00**

The tasks for Preliminary design and coordination:

1. Review of Survey data.
2. Review of Hydraulic determination.
3. Gas tank investigation Web based search.
4. Preliminary horizontal and vertical left turn lane "Intersection No. 1"
5. Preliminary 3D corridor development "Intersection No. 1"
6. Preliminary horizontal and vertical roundabout layout "Intersection No. 2"
7. Preliminary Roundabout Geometrics "Intersection No. 2"
8. Preliminary 3D Corridor Development "Intersection No. 2"
9. Preliminary stormwater and Stream impacts.
10. Preliminary ROW impacts.
11. Preliminary Utility impacts.
12. Public meeting to include, 1 person in attendance, preparation of presentation and renderings.
13. Preliminary plan production based on TDOT checklist.
14. County review of preliminary plans.

Right of Way Plan Design 90% \$56,510.00

The tasks for Right of Way design and coordination:

1. Design based on county approval and guidance from preliminary plans.
2. Final "Intersection No. 1" layout.
3. Final "Intersection No. 2" layout.
4. Final stormwater "Intersection No. 1".
5. Final stormwater "Intersection No. 2".
6. Traffic control "Intersection No. 1".
7. Traffic control "Intersection No. 2".
8. EPSC "Intersection No. 1".

Genuine Ingenuity

9. EPSC "Intersection No. 2".
10. ROW plan production based on TDOT checklist.
11. Estimated Quantities
12. Estimate of probable construction cost.
13. County review of ROW plans.
14. Final sealed ROW plans.

ROW Phase \$37,890.00

The tasks during Right of Way phase.

1. ROW revisions (assuming 4 changes)
2. ROW exhibits and legal descriptions (assuming 12 tracts)
3. TDOT Grading permit.
4. SWPPP
5. ARAP Permit
6. ACOE Permit
7. Utility coordination to include ROW plans sent to known utilities on project and one meeting to include all utilities on site. Review of utility relocation plans provided by impacted utilities for a single deconfliction review.

Construction Plan Design 100% \$16,160.00

The tasks during Construction design phase.

1. Tabulated quantities.
2. Final details and notes.
3. Final traffic control details for both intersections.
4. Construction plan production based on TDOT checklist.
5. Estimate of probable construction cost.
6. County review of construction plans.
7. Sealed Construction plans.
8. MicroStation Open Roads Designer 2023 files to county and awarded contractor.

Bidding \$8,810.00

The tasks during bidding.

1. Project Specifications using TDOT specifications and county guidance.
2. Bid documents.
3. Attend Pre-Bid Meeting and draft addenda response coordination with County.
4. Bid tabulation.

Project Management \$13,700.00

The tasks for project management.

1. Management of Sub Consultants.
2. Project invoicing.
3. Coordination with County project manager.

Expenses \$3,785.00

1. Mileage for meetings and site visits
2. Printing of exhibits, bid documents and plans.

ASSUMPTIONS

1. Design will follow TDOT and Knox County standards and specifications.
2. TDOT coordination and review at preliminary, ROW and construction plan submittal at "Intersection No. 1".
3. Assuming that both intersections will be in a single plan set and bid set
4. No before/after study will be conducted.
5. Area is clear of any historical elements.
6. Turn lane analysis to be performed by Knox County.
7. Knox County to preform all coordination with TDOT.

SERVICES NOT INCLUDED IN THE SCOPE OF WORK

The following items are not anticipated to be required at this time and are therefore specifically excluded from the scope. These services may be added at the CLIENT'S request as an extra service.

1. ROW acquisitions, negotiations, and appraisals.
2. ROW field staking
3. Permit fees, any application fees or mitigation plans.
4. NEPA
5. Signal design and timing
6. Left turn lane traffic analysis
7. Wayfinding sign design and location
8. Landscape Design
9. Preparation of an EA or EIS
10. Noise Study
11. Phase 1 Environmental Site Assessment
12. Air Quality Assessment
13. Environmental Boundaries report
14. Utility relocation plans
15. Subsurface utility engineering (SUE)
16. Construction Services
17. Stream mitigation/relocation plans and coordination.
18. Open Road Designer CAD Model
19. Gas tank removal/mitigation plans.

Genuine Ingenuity

DELIVERABLES

Gresham Smith will provide the respective project submittal documents as detailed below in electronic format via the Newforma File Management System.

60% Preliminary Plans PDF
90% ROW plans PDF
100% Construction plans and Bid Documents PDF
CAD Files for awarded contractor.

Additional required services outside the limits of the scope detailed above may be supplemented later.

Based on the above line items the engineer will be **billing hourly toward a maximum amount not to exceed \$271,195.00** the scope and fee for any additional services will be agreed upon in writing by both the Engineer and the Owner before beginning work.

Hourly Rates:

Professional Services 2025	
Project Role	Hourly Rate
Principal	\$235.00
Project Mgr.	\$220.00
Sr. Roadway Eng	\$215.00
Sr. NEPA Eng.	\$215.00
Project Professional Eng	\$165.00
Utility Coordinator	\$155.00
Project Eng	\$155.00
QA/QC	\$195.00
EIT/Designer	\$110.00
Asst PM	\$140.00

CONTRACTOR: GRESHAM SMITH

COUNTY: KNOX COUNTY, TENNESSEE

Independent Contractor. Gresham Smith acknowledges that it and its employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

Indemnification/Hold Harmless. Gresham Smith shall indemnify, defend, save, and hold harmless the County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Contract by Gresham Smith, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Gresham Smith, its subcontractors, suppliers, agents, or employees.

Governing Law; Venue: This Contract shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without reference to its choice of law rules and without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Contract shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Gresham Smith shall not perform additional work without the prior written permission of the County.

Payment. The County shall pay the amount owed under this Contract within 30 days after its receipt of Gresham Smith's invoice for said amount.

Robert G. Campbell & Associates



7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
fax 865-429-4684

February 13, 2025

Patrick J. Fiveash, PE
Roadway Design Department Leader – East TN
Gresham Smith
2095 Lakeside Centre Way, Suite 120
Knoxville, TN 37922

Re: Survey for Roadway Improvement
Tipton Station and Martin Mill Pike
Knox, TN

Dear Mr. Fiveash

Following is the scope of work for the above referenced project. This prospective project to be performed under the above referenced “survey projects of limited scope and duration” as a lump sum contract.

The CONSULTANT agrees to furnish survey services for intersection improvements for Tipton Station and Martin Mill Pike. Services will include, but not limited to, the following items:

- Refer to survey and design manday estimate form for other specifications which may or may not be itemized herein.
- Survey functions will be performed utilizing Microstation ORD software.
- Perform field location survey for the project limits and as further specified in the manday estimate form, to meet current TDOT survey Manual standards. The survey will not be a “phased survey” type.
- The “Survey and Design Summary” page of the manday estimate outlines many agreed upon specifics including but not limited to:
 - Length of project – 0.15 miles
 - Side Roads
 - Goddard – 300 feet
 - W. Martin Mill Pike – 600 feet
 - DTM width for roadway survey – 200 feet (average). Limits are shown on the attached image from .kmz file

Survey for Tipton Station at Martin Mill
Knox County
Page 2

- Approximately 14 property tracts
- Plans will be in English at 1"=50' scale.
- Omissions and Errors certificate will be required and submitted with final proposal.
- Plans Sheets layouts will be created with only one sheet per electronic file.
- Deliverable will include PDF file(s) sealed by a surveyor licensed in the State of Tennessee.

Cost of survey is **\$24,500**. A copy of the TDOT Man-Day Estimate is included in this submittal.

Please call if you have questions

Sincerely,

A handwritten signature in blue ink, reading "Robert G. Campbell". The signature is fluid and cursive, with the first name "Robert" and last name "Campbell" clearly legible.

Robert G. Campbell, P.E.
President





Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
fax 865-429-4684

February 14, 2025

Patrick J. Fiveash, PE
Roadway Design Department Leader – East TN
Gresham Smith
2095 Lakeside Centre Way, Suite 120
Knoxville, TN 37922

Re: Survey for Roadway Improvements
Tipton Station Road at Maryville Pike
Knox County, TN

Dear Mr. Fiveash

Following is the scope of work for the above referenced project. This prospective project to be performed under the above referenced “survey projects of limited scope and duration” as a lump sum contract.

The CONSULTANT agrees to furnish survey services for the improvement of Maryville Pike at Tipton Station. Services will include, but not limited to, the following items:

- Refer to survey and design manday estimate form for other specifications which may or may not be itemized herein.
- Survey functions will be performed utilizing Microstation ORD software.
- Perform field location survey for the project limits and as further specified in the manday estimate form, to meet current TDOT survey Manual standards. The survey will not be a “phased survey” type.
- The “Survey and Design Summary” page of the manday estimate outlines many agreed upon specifics including but not limited to:
 - Length of project – 0.25 miles
 - Sideroad
 - Tipton Station Road – 400 ft
 - DTM width for roadway survey – 150 feet (average) limits shown on the attached kmz screenshot

Survey for Maryville Pike at Tipton Station
Knox County
Page 2

- Approximately 14 property tracts
- Plans will be in English at 1"=50' scale.
- Omissions and Errors certificate will be required and submitted with final proposal.
- Plans Sheets layouts will be created with only one sheet per electronic file.
- Deliverable will include PDF file(s) sealed by a surveyor licensed in the State of Tennessee.

Cost of survey is **\$24,100**. A copy of the TDOT Man-Day Estimate is included in this submittal.

Please call if you have questions

Sincerely,

A handwritten signature in blue ink, reading "Robert G. Campbell". The signature is fluid and cursive, with the first name "Robert" and last name "Campbell" clearly legible.

Robert G. Campbell, P.E.
President



February 19, 2025

Gresham Smith
2095 Laskeside Centre Way, Suite 120
Knoxville, Tennessee 37922

Attention: Mr. Patrick Fiveash

Reference: **Jurisdictional Water Resource Inventory**
Tipton Maryville Pike
Knox County, Tennessee
Proposal: A25109.00218.000

Dear Mr. Fiveash:

UES Professional Solutions 19, LLC (UES) is pleased to provide you with our proposal for a Water Resource Inventory (WRI) for a Knox County utilities project along Tipton Station Road, Maryville Pike, and Martin Mill Pike in Knox County, Tennessee. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, and establishes contractual agreements. Our Agreement for Services is incorporated as a part of this proposal.

PROJECT DESCRIPTION

There are two locations for the water resource inventories along Tipton Station Road, Maryville Pike, and Martin Mill Pike in Knox County, Tennessee. The first project location is at the intersection of West Martin Mill Pike and Tipton Station Road (35.8837°, -83.9074°). The second project location is at the intersection of Maryville Pike and Tipton Station Road (35.8774°, -83.9390°). Based on review of available recent aerial photographs there is potential for hydrologic features to be present within the project footprints, and a formal jurisdictional determination is needed to evaluate the regulatory requirements associated with jurisdictional waters in the project locations. Each project location will have its own jurisdictional waters report after fieldwork has been completed.

SCOPE OF WORK

UES personnel will traverse the suspected area of the project footprint to determine if the identified feature is potential Waters of the State/US. We estimate one day will be required in the field to complete our services. UES will conduct the site investigation within ten working days of receiving written authorization to proceed. All reports and/or inspection forms will be compiled and submitted to the client within ten working days from conducting the on-site investigation.

Potential streams will be determined by UES Qualified Hydrologic Professionals (TN-QHP) who are approved through the Tennessee Department of Environment and Conservation (TDEC) to conduct hydrologic determinations on waters of the state. UES will perform stream assessments on conveyances using the current TDEC Hydrologic Determination Field Data form, which determines whether a feature is to be considered a stream or wet weather conveyance for regulatory and permitting purposes.

Potential wetland areas will be evaluated in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, along with the appropriate Regional Supplement. Examination of soils, hydrology, and the vegetative community will be included, and any wetlands that are identified will be delineated in the field with flagging or surveyor's ribbon. GPS data will be collected and an electronic file with the delineation will be provided to the client; however, a formal survey of the delineation may be needed for more precise measurements.

A summary report will be developed with all the required documentation to allow for the client to receive a jurisdictional waters confirmation from state and/or federal regulatory agencies. The findings will need to be confirmed with USACE and TDEC prior to any proposed disturbances to the site. UES staff will help get the report results verified as part of this proposal.



ASSUMPTIONS

UES has made the following assumptions in preparing this proposal:

- If verbal authorization is provided and the Agreement for Services has not been returned, UES will proceed with our services under the attached agreement.
- The client will secure appropriate approvals from the property owner for UES staff to access and investigate the property.
- Site conditions are assumed to be normal and will not require unusual efforts to complete the site inspection and assessments.

PROJECT FEES

UES will perform the above detailed scope of work on a lump sum basis of **\$5,000**.

CONTRACTUAL ARRANGEMENTS

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office.

UES appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us at (865) 539-8242.

Sincerely,
UES Professional Solutions 19, LLC



Jason Mann, PE
Stormwater Engineer

Attachments: Location Map
 Agreement for Services





Project Footprint at Tipton Station Road and Martin Mill Pike



Project Footprint at Tipton Station Road and Maryville Pike



STANDARD AGREEMENT FOR SERVICES AND GENERAL TERMS

Project Name and Location _____ (the "Project")

Proposal No. and Date _____ Fee: _____ (See Proposal)

FOR PAYMENT OF INVOICES:

Firm _____ Phone No. _____

Address _____

_____ Zip Code _____ Email _____

Attention _____ Title _____

REPORT DISTRIBUTION:

Firm _____ Firm _____ Firm _____

Email _____ Email _____ Email _____

Attn: _____ Attn: _____ Attn: _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal and the General Terms printed on the back of this page are:

Accepted this _____ day of _____, 2025

(the "Client")

Individual, firm or corporate body name

Signature of authorized representative

Name of authorized representative and title

General Terms and Conditions

Binding Agreement. By accepting the Proposal Client accepts and agrees to be bound by all terms and conditions set forth in the Proposal and these General Terms and Conditions. The Proposal and these General Terms and Conditions (collectively, the “**Agreement**”) comprise the entire agreement between UES Professional Solutions 19, LLC (“**UES**”) and the Client and supersede all prior or contemporaneous understandings, agreements, and representations.

Scope of Services. UES shall provide the services (the “**Services**”) set forth in the Proposal. UES shall not provide and is not responsible for the supervision or direction of the actual work of the contractor, or for site safety. The Client agrees that UES will not be expected to make exhaustive or continuous site visits beyond those established in the Proposal, but that construction observation appropriate for the construction stage shall be performed. It is understood that the Services provided by UES will not relieve the contractor of its duties and responsibilities for performing its work in accordance with the plans and specifications. UES will observe, test, document and alert the Client and/or its contractor, in a timely manner, when UES deems work pertinent to its Services is not being performed in accordance with the plans and specifications. The Services do not include investigation, detection, prevention, or assessment of biological pollutants such as molds, fungi, spores, bacteria or any of their byproducts. Full-time construction observation by UES employees does not mean that UES is observing all work by the contractor or all placement of all materials. Full-time construction observation means that an employee of UES has been assigned to the project for the time required to fulfill UES’s contractual responsibilities.

Additional Services. If, during the performance of the Services, UES, its sole discretion, deems it necessary to perform services in addition to the Services (the “**Additional Services**”) to successfully complete any evaluation or analysis contained in the Services, UES shall request in writing a modification of its Scope of Services, along with a description of the additional fees for the performance of such Additional Services. The Client may authorize such Additional Services in writing, which shall modify the terms of this Agreement. If the Client declines to modify the terms of this Agreement with respect to the Additional Services UES shall have the right to modify the Agreement to eliminate any evaluation or analysis that would require the Additional Services and to modify the fees to be charged to reflect the elimination of any evaluation or analysis, which modification shall be binding on the Client.

Schedule. The Client acknowledges that any schedule for the performance of the Services contained in the Proposal is an estimate of the time required for performance of the Services, and that the performance of the Services may not be complete prior to the expiration of the period or periods listed in such schedule. Any failure of UES to perform the Services within the time set forth in any schedule for performance shall not be considered a material breach of this Agreement.

Insurance. The Client represents and warrants that Client or the owner of the Property shall, as applicable, maintain one or more general liability, automobile and workman’s compensation insurance policies providing coverage for injuries or damage incurred on the property (the “**Property**”) at which the Services are to be performed in the amount of at least \$1,000,000 per policy, per occurrence. UES shall procure and maintain insurance coverage as it deems to be adequate. Certificates for such policies shall be provided to the owner upon request.

Entry onto Property. If the Client is the owner of the Property, the Client hereby authorizes UES to enter the Property for the purpose of performing the Services and the Client represents and warrants that the Client has full power and authority to permit UES personnel to enter and perform the Services on the Property, as may be required under the terms of this Agreement. If the Client is not the owner of the Property, the Client shall assist UES in obtaining permission from the Property’s owner to access the Property and perform the Services. If such permission cannot be obtained, UES may, in its sole discretion, modify or cancel the Agreement.

Fees and Payment of Invoices. As consideration for the Services, the Client shall pay to UES for the costs and fees stated in the Proposal (the “**Fees**”). If the Client designates a third party to pay the Fees the Client shall remain liable for the full payment of the Fees. UES will submit invoices to the Client periodically. Unless otherwise stated on the Invoice or in the Proposal, invoices are due and payable within thirty (30) days from the invoice date. If the Client fails to make any payments due UES for the Services within thirty (30) days from invoice date, interest as permitted by Georgia law may be charged until the full amounts due are paid. If the Client fails to pay the amount due UES within thirty (30) days from UES’s invoice date, UES may, in its sole discretion, suspend services being performed under this Agreement until UES has been paid in full all amounts due for the Services provided, expenses incurred and other related charges. Failure by the Client to pay UES prior to the due date of an invoice shall constitute a material breach of the Agreement.

Client’s Responsibilities. In addition to the Client’s obligations to pay for the Services performed under this Agreement and the Client’s other obligations set forth in this Agreement, the Client agrees to assist and cooperate with UES in any manner necessary and within its ability to facilitate performance of the Services, supply UES with all information and documents in the Client’s possession or knowledge that are relevant to the Services. The Client shall designate the location of all subsurface structures on plans to be furnished to UES such as pipes, tanks, cables and utilities within the property lines.

Standards of Performance. The standard of care for all professional engineering and related services performed or furnished by UES under the Proposal and this Agreement will be the care and skill ordinarily used by members of the profession practicing under

similar circumstances at the same time and in the same locality. The Client shall be responsible for, and UES may rely on, the accuracy and completeness of specifications, requirements, programs, instructions, reports, data, drawings, and other information furnished by the Client to UES pursuant to this Agreement. UES may use such specifications, requirements, programs, instructions, reports, data, drawings and information in performing or furnishing services under this Agreement. In the event necessary requirements or specifications are not provided before the Services commence, UES may set basic requirements for soil density tests and concrete sample fabrication that will be used until such time as they are provided.

Dispute Resolution; Litigation. As a condition precedent to filing any action in state or federal court concerning the Proposal or this Agreement, UES and the Client agree to negotiate all disputes between them arising out of or relating to the Proposal or the Agreement in good faith for a period of 30 days from the date of written notice of such dispute, regardless of the nature of the relief sought. If such negotiations between UES and the Client do not fully resolve the dispute, as a further condition precedent to filing any action in state or federal court, UES and Client shall mediate the dispute with a mutually acceptable alternative dispute resolution service. If said dispute is not fully resolved by said mediation, the dispute may then proceed in a state or federal court in Fulton County, Georgia unless an alternative venue is agreed upon by both UES and the Client. The prevailing party in any lawsuit filed by the parties concerning the Proposal or this Agreement shall be entitled to recover its costs and expenses incurred in such proceedings from the other party, including reasonable attorneys' fees, costs of court and expert witness costs. The Client irrevocably waives any and all right to trial by jury with respect to any legal proceeding arising out of or related to the proposal or this agreement.

Use of Documents and Intellectual Property. Unless otherwise agreed in writing, all documents and information prepared by UES or obtained from a third party in connection with the performance of the Services are instruments of service (the "**Instruments of service**"), and UES shall retain ownership therein (including the right to reuse at the discretion of UES). All Instruments of Service are solely for use by the Client and will not be provided by the Client to any other person or entity without the prior written consent of UES. The Client has the right to reuse the Instruments of Service for purposes reasonably connected with the project for which the Services are provided, including without limitation design and licensing requirements of the project. No party other than the Client may rely on the Instruments of Service, and the Client will not represent to any other party that it may rely on the Instruments of Service without the express prior written consent of UES. The Client acknowledges that UES may employ or develop proprietary software, trade secrets, or other intellectual property in the performance of the Services (the "**Intellectual Property**"). The Client hereby agrees that it will not retain or acquire any ownership interest in the Intellectual Property and that all Intellectual Property employed or developed by UES in the course of the performance of the Services shall remain the property of UES or a third party, as applicable.

Term of Agreement. This Agreement shall begin on the date of execution as set forth on the Proposal and shall continue until the completion of all obligations of the parties under this Agreement, mutual written agreement of the parties, termination for material breach of this Agreement, or termination by UES for convenience. UES shall have the right, in the event of a material breach by the Client to terminate this Agreement. Said termination shall be effective immediately upon delivery by UES to the Client of a written termination notice or on such other later date as may be specified in any such notice of termination. If UES commits a material breach of this Agreement, the Client may terminate this Agreement upon thirty (30) days written notice to UES, provided the breach remains uncured at the end of such thirty (30) day period.

Indemnification. The Client agrees to defend, indemnify and hold UES and its agents, employees, owners, insurers and fiduciaries (the "**UES Indemnified Parties**") harmless for any costs, liabilities, claims, expenses, or damages incurred by the UES Indemnified Parties arising, directly or indirectly, from the provision of the Services by UES to the Client, including, but not limited to, any costs, liabilities, claims, expenses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising from the following: (a) entry onto the Property or any Adjacent Property by UES after the Client has represented to UES that UES is duly authorized to enter such Property or Adjacent Property; and (b) any misrepresentation or breach of any warranty set forth in this Agreement by the Client.

Limitation of Liability. Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by UES to both the Client and UES, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by Georgia law, the total liability of UES to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed any amounts paid by the Client for the Services relating to the event giving rise to the liability, the limit of liability will be the greater of \$50,000 or the amount paid by the Client for the Services relating to the event giving rise to the liability. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting this Agreement provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability upon Client's written request at the time of accepting this Agreement, UES agrees to increase the limits up to a maximum of \$2,000,000.00 and Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00, whichever is greater. No action, regardless of form, arising from or pertaining to this Agreement or the Services may be brought by the Client more than one (1) year after such action has accrued, and neither UES nor any officer, director, manager, employee, or agent of UES shall have any liability under this Agreement for consequential, exemplary, or incidental damages, including, without limitation, damages for loss of goodwill, losses due to delay or work stoppage, and any and all business or commercial damages or losses.

Disclaimer of Warranties. UES does not make any warranty, whether expressed or implied, with respect to the services provided hereunder, and all warranties of merchantability and fitness for a particular use are hereby expressly excluded.

No Third-Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the parties to the Agreement only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

Force Majeure. UES shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement if such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of UES including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, civil unrest, national emergency, or labor disputes; provided, however, that, if the event in question continues for a continuous period in excess of thirty (30) days, the Client shall be entitled to give notice in writing to UES to terminate this Agreement.

Disposal of Samples. UES may dispose of all stored soil, rock, and asphalt samples 60 or more days after submission of the final report covering those samples. UES may dispose of stormwater samples immediately upon testing.

Successors, Assigns, and Beneficiaries. The Client and UES each are hereby bound and the partners, successors, executors, administrators and legal representatives of the Client and UES are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

Miscellaneous. The following other terms and conditions shall also govern this Agreement: (a) all representations, agreements to reimburse, defend, hold harmless or indemnify, dispute resolution provisions, and covenants or agreements that contemplate performance after completion of and/or payment for the Services in this Agreement shall survive any completion or termination of this Agreement; (b) the Agreement shall be construed and interpreted under and shall be governed by and enforced according to the substantive laws of Georgia, without regard to choice of law rules; (c) this Agreement may not be modified, changed or supplemented, nor may any obligations in this Agreement be waived, except by a written document signed by the party to be charged or by such party's agent duly authorized in writing; (d) no waiver of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained; (e) the failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions of this Agreement or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this Agreement; (f) the parties to this Agreement agree that both have had the opportunity to review and negotiate the terms of this Agreement and to obtain the assistance of counsel in reviewing and negotiating such terms prior to execution, and that this Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner; (g) all notices and other communications shall be in writing and shall be deemed properly delivered, received, given and served: (i) on the same day as personally delivered; (ii) when delivered if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; (iii) when delivered by Federal Express or other comparable courier service, charges prepaid and any delivery failure caused by a party's failure to give notice of change of address or refusal to accept delivery shall be deemed receipt of notice; and (h) the parties acknowledge that each will have access to the others' proprietary information and pledge to one another to use the same solely for the purpose of furthering the performance of this Agreement, and upon the termination thereof, to maintain and protect the confidentiality of the same forevermore as though it was their own.

February 20, 2025

Gresham Smith & Partners
2095 Lakeside Centre Way, Suite 120
Knoxville, Tennessee 37922

ATTENTION: Mr. Patrick Fiveash, P.E.
patrick.fiveash@greshamsmith.com

Subject: **PROPOSAL FOR PAVEMENT THICKNESS DESIGN SERVICES**
Knox County Intersection Improvements
Knox County, Tennessee
UES Proposal No. A25109.00217

Dear Mr. Fiveash:

UES Professional Solutions #19, LLC (UES) is pleased to provide you with our proposal for pavement thickness design services for the subject project. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, proposed schedule, and establishes contractual agreements.

PROJECT INFORMATION

Project information was provided by you in email correspondence and telephone conversations dating from February 18, 2025. Included with the email were Google Earth (KMZ) files showing the locations of the intersection improvements.

The project will include improvements to two intersections in Knox County, Tennessee. The first project will be the addition of a left-turn lane along Maryville Pike at the intersection with Tipton Station Road. Here it has been requested that two thin-wall cores of the existing pavement along Maryville Pike be taken to evaluate the existing pavement section. It is presently proposed to match the existing Maryville Pike pavement section unless the thin-wall coring indicates an insufficient exiting section.

The project will also include the construction of a new roundabout at the intersection of Tipton Station Road, West Martin Mill Pike and Goddard Road. The new roundabout will require the development of a new pavement section which will be based upon a traffic study to be provided by Gresham Smith.

The purpose of our services is to develop pavement section thickness recommendations for the proposed intersections based on the thin-wall coring and provided information. The assessment of site environmental conditions for the presence of pollutants in the soil, rock, or ground water of the site is beyond the proposed scope of services.

SCOPE OF WORK

We propose to develop recommended asphalt pavement section thicknesses for the proposed intersections. The existing pavement section along Maryville Pike will be explored by thin-wall coring of the existing roadway at the intersection. We will use a portable electric coring machine and thin-wall bit to core the asphalt at each of the two locations. Upon removal of the core, the basestone will be removed to the soil subgrade by manually twisting a sharpened steel auger into the ground. The pavement core thickness and aggregate basestone thickness will then be measured and recorded. We do not presently anticipate performing laboratory testing on the obtained samples. The basestone materials will be replaced and the asphalt pavement patched using a cold mix asphalt material upon completion of the measurements.

Traffic control will be required to perform the thin-wall coring along Maryville Pike. The traffic control will be performed in general accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and engineer stamped traffic control plans prepared for submission to TDOT. We have assumed one day for performing the coring.

The pavement thickness design will be performed using AASHTO procedures, data from the coring and the provided traffic study. Our services will culminate with a written letter report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a summary of the project information, the thin-wall core test results, our recommendations for subgrade preparation, structural soil fill and the pavement section thicknesses.



FEES AND PROJECT SCHEDULE

Based on the scope of work described above, the lump sum cost to perform the pavement thickness design services will be **\$7,500**. Table 1 below shows a breakdown of our proposed fee.

Table 1 – Lum Sum Fee Breakdown

Item	Lump Sum Fee
Thin Wall Coring Maryville Pike	\$1,200
Traffic Control/MUTCD Plan Maryville Pike (one day)	\$2,800
Pavement Design/Reporting Maryville Pike	\$1,500
Pavement Design/Reporting Tipton Station Road Roundabout	\$2,000

We presently estimate that the written letter report can be provided within about 10 working days after authorization to proceed.

CONTRACTUAL AGREEMENTS

We understand our services will be performed under an agreement between UES and the Gresham Smith. Please forward your instrument of agreement to UES in the attention of W. Ros Kingery, III, P.E. at rkingery@teamues.com or to our office at 2561 Willow Point Way, Knoxville, Tennessee 37934.

CLOSING

Again, thank you for the opportunity to be of service to you on this project. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,
UES, LLC



Matthew B. Haston, P.E.
Senior Geotechnical Engineer



W. Ros Kingery III, P.E.
Vice President

