AGENDA
PUBLIC BUILDING AUTHORITY
June 12, 2020  Meeting
Sevierville Civic Center
1:00 P.M.
A. CALL TO ORDER
   1. Pledge of Allegiance
   2. Invocation
B. ROLL CALL
C. MINUTES – December 19, 2019
D. REPORTS
E. OLD BUSINESS
   1. Progress report – Prince Street Fire Station – Matt Henderson
F. NEW BUSINESS
   1. Election of Officers
   2. Consider approval to enter into a contract with GEOServices, LLC to provide testing services for the downtown fire station in the amount of $7,000 – Matt Henderson
G. OTHER BUSINESS
H. ADJOURNMENT
A called meeting of the Public Building Authority of the City of Sevierville, Tennessee, was held at Sevierville City Hall, Sevierville, Tennessee, on December 19, 2019 at 1:30 PM.

There were present and participating at the meeting:
Brenda McCroskey, Secretary/Treasurer
Howard Murrell, Director
George Seaton, Director
Rodney Tarwater, Director
Andrew Temple, Director
Vic Weals, Chairman

Senior Staff Present:
Bryon Fortner, Public Works Director
Matt Henderson, Fire Chief
Lynn McClurg, CFO/City Recorder
Bob Moncrief, Project Manager
Dustin Smith, Interim Development Director
Russell Treadway, City Administrator

Chairman Weals chaired the meeting with Lisa K. Taylor as secretary of the meeting. A motion was made by Director Temple and seconded by Director Tarwater to approve the minutes of the June 12, 2019 meeting and to dispense with the reading. Motion carried.

REPORTS
Chairman Weals recognized Bryon Fortner, who updated the Board regarding the downtown streetscape. Weals recognized Matt Henderson, who updated the Board regarding Prince Street fire station.

NEW BUSINESS
Chairman Weals recognized Matt Henderson, who requested approval for resurfacing of headquarters apparatus bay floor not to exceed eight thousand nine hundred thirteen and fifteen cents. ($8,913.15) due to improper texture. A motion was made by Director Tarwater and seconded by Director Temple to approve the request as presented. Motion carried.

Chairman Weals recognized Matt Henderson, who requested approval of exercise equipment from Legend Fitness in the amount of four thousand three hundred dollars ($4,300.00) plus shipping. A motion was made by Director Murrell and seconded by Director McCroskey to approve the request as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 1:41 PM.

Approved: ____________________________
Vic Weals, Chairman

Attest: ________________________________
Lisa K. Taylor, Recorder
Date: June 12, 2020

Agenda Item: Consider approval to enter into a contract with GEOServices, LLC to provide testing services for the downtown fire station in the amount of $7,000.

Presentation: GEOServices has proposed to perform Geotechnical Exploration and report in the amount of $4,000 and Geophysical Testing and report in the amount of $3,000.

Requested Action: Approval to enter into a contract.
April 6, 2020

City of Sevierville
120 Gary Wade Boulevard
P.O. Box 5500
Sevierville, Tennessee 37864

ATTENTION: Mr. Bob Moncrief
BMoncrief@seviervilletn.org

Subject: PROPOSAL FOR GEOTECHNICAL EXPLORATION
Sevierville Downtown Fire Station
Sevierville, Sevier County, Tennessee
GEOServices Proposal No. 11-19668

Dear Mr. Moncrief:

GEOServices, LLC is pleased to provide you with our proposal for geotechnical 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. Our Agreement for Services is attached to this proposal and is incorporated as a part of this proposal.

PROJECT REQUIREMENTS

Project information was provided during email correspondence with you dating from March of 2020. Included with the email was a request for proposal as well as a site plan indicating the proposed construction.

It is proposed to construct a 10,951 square foot fire station at the site located at 122 Prince Street in downtown Sevierville, Tennessee. We understand the building will be predominately single story will a partial second story. Detailed information relative to proposed building framing and location has not been provided. However, we anticipate the building will be CMU or steel framed with light gauge metal framed walls. Based on the provided information, we understand maximum individual column and continuous wall loads of less than 100 kips and 5 kips per linear foot, respectively.

The site was once occupied by a fire station and associated pavement. We understand the full extents of the previous structures have been removed. The site has been graded relatively level and less than 5
feet of new earthwork grading is anticipated to reach proposed finished grade. The existing ground surface is covered by gravel.

The purpose of the geotechnical exploration is to explore subsurface conditions and provide geotechnical recommendations for the design and construction of the proposed construction. 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 this exploration.

**SCOPE OF WORK**

*Task 1 – Geotechnical Exploration*

We propose to explore subsurface conditions by drilling eleven (11) soil test borings within the proposed construction area. We propose to drill ten (10) of the borings to depths ranging from 10 to 15 feet below the existing ground surface, or auger refusal. To assess the site for seismic site class, one (1) boring will be drilled to auger refusal, which has been assumed to be a maximum depth of 25 feet. The maximum total soil test boring footage for the project is estimated as 155 linear feet.

Standard penetration resistance tests (SPT) will be performed at 2½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Relatively undisturbed (Shelby tube) samples may be obtained from selected intervals within cohesive soil intervals. Rock coring, to explore auger refusal materials, is not included in our scope of services. The borings will be backfilled with soil cuttings prior to leaving the site.

The soil samples will be returned to our laboratory where they will be reviewed by a member of our professional staff to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples may include moisture content determinations, Atterberg limits and organic content testing.
Our services will culminate with a written 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 subsurface conditions encountered in the test borings and present geotechnical recommendations for site grading and for design and construction of the foundation system, including allowable bearing capacity. The report will also include:

- The laboratory test results.
- Figures showing the site location and approximate boring locations.
• The graphical boring logs showing vertical sections, including the boring number and the visual-manual soil classification according to the Unified Soil Classification System identified with the appropriate letter symbol for each soil type.
• A description of the existing site surface conditions and summary of the subsurface conditions encountered in the borings.
• The soil nature and origin, including changes resulting from man’s activities and stream erosion/deposition.
• Recommendations for soil related construction including site preparation, fill construction, and ground water control.
• Earthwork construction criteria, including the suitability of the site soils for reuse as fill, subgrade support conditions, stabilization recommendations, and fill compaction criteria.
• Unsatisfactory soil conditions and recommended remedial measures.
• A discussion of anticipated difficult excavation conditions.
• Recommendations for the design and construction of shallow foundations, including: allowable bearing capacity, recommended bearing elevation, foundation design criteria, and estimated settlements.
• Recommendations for the design and construction of concrete slabs-on-grade, including subgrade modulus and subgrade material.
• Recommendations for rigid and flexible pavements
• Recommended lateral earth pressures and coefficients for the design of below grade walls.
• Recommended seismic design parameters from the 2018 International Building Code (IBC) including: 1) site class definition based on the SPT N-values; 2) spectral accelerations for short periods, 0.2 seconds, SS and for 1-second periods, S1; and 3) the five-percent damped design spectral response acceleration at short periods, SDS, and at 1 second periods, SD1. Additionally, we will assess the liquefaction potential of the site soils.

Task 2 - Optional Geophysical Testing

We understand the proposed project will be designed utilizing IBC 2012 and will be occupancy risk category IV. As such, we anticipate the seismic site class definition will be a contributing factor on the overall cost of the project. Based on our experience in the project area, we anticipate the SPT N-values from the soil test borings would allow for a seismic site class C. We note that a site class C will result in a design category D (for risk category IV). It has been our experience that the seismic reinforcement and corresponding construction costs may be significantly reduced if a less conservative value for the seismic site class definition can be used for design (such as site class B, which would lower the design category to a C). The use of SPT N-values to evaluate the seismic site class is a conservative approach for evaluation of the seismic site class.

A less conservative value for the seismic site class can often be developed using geophysical methods to determine the shear wave velocity of the subsurface materials and to evaluate the site class. If requested, our geophysical services will consist of a surface survey seismic shear wave investigation consisting of passive survey utilizing passive (micro-tremor) methods. The results of the testing would be
used to evaluate a less conservative value for the site seismic class definition which would be provided in the geotechnical report, if you authorize this option.

FEES

Task 1 – Geotechnical Exploration

Based on the scope of services described above, the lump sum cost to perform the geotechnical exploration, including the proposed 155 feet of soil test borings, will be $4,000. Below is breakdown of this fee for your review:

- Mobilization: 1 rig @ $750 each: $750
- Soil Test Borings: 155 feet @ $12 per ft: $1,860
- Laboratory Testing: Lump sum: $140
- Engineering Analysis and Report: Lump Sum: $1,250

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with services beyond the scope of this proposal.

Task 2 - Optional Geophysical Testing

We will perform the optional geophysical testing to evaluate the seismic site class definition using less conservative methods for a lump sum fee of $3,000. We will only perform the shear wave analysis if the borings indicate that a site class B is achievable.

Authorization Schedule

<table>
<thead>
<tr>
<th>Scope of Services</th>
<th>Cost</th>
<th>Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 - Geotechnical Exploration and Report (lump sum)</td>
<td>$4,000</td>
<td>□ Yes / □ No</td>
</tr>
<tr>
<td>Task 2 - Geophysical Testing (lump sum)</td>
<td>$3,000</td>
<td>□ Yes / □ No</td>
</tr>
</tbody>
</table>
SCHEDULE AND AGREEMENT

Based on our current schedule, we are prepared to initiate our geotechnical services upon receipt of your written authorization to proceed. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. The Tennessee 811 service will provide location of public utilities; private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in about two working days. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface report will be submitted approximately 15 working days after the completion of the field exploration.

GEOServices 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. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, GEOServices will issue the final report only after the receipt of a signed copy of this contract. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services which are not compatible with purchase order agreements.

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,
GEOServices, LLC

T. Brian Williamson, P.E  Lloyd R. Monday, P.E
Geotechnical Department Manager    Principal

Attachments:   Agreement for Services Form
AGREEMENT FOR SERVICES

Date: April 6, 2020
Job Number:
GEOSServices, LLC
Client Name: City of Sevierville
( hereafter Consultant)
Address: 2561 Willow Point Way
Address: 310 Robert Henderson Road
City: Knoxville
City: Sevierville
State: Tennessee
State: Tennessee
Zip: 37931
Zip: 37862
Telephone: (865) 573-6130
Telephone:
Fax: (865) 573-6132
Fax:
Email: lmonday@geoservicesllc.com
Email:

PROJECT

Project Name: Sevierville Downtown Fire Station Geotechnical Report
Project Location: Sevierville, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 11-19668 Dated: April 6, 2020 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement. Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue

2. CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.

3. PAYMENT: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED, then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.
LIMITATION OF LIABILITY: CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR ONE MILLION DOLLARS, WHICHER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use arising from or related to Services provided by Consultant.

REPORTS: In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data by the Client or any other user for this project or any other project without Consultant’s written consent.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client’s receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any and all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).
data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client.

8. SAFETY: Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant’s field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its’ employees or agents. The presence of Consultant’s field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.

9. CONFIDENTIALITY: Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontrators in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.

10. SAMPLES: Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

11. REPRESENTATIONS OF CLIENT: Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.

12. CLIENT OBLIGATIONS: Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

13. UTILITIES: Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations.

14. CERTIFICATIONS: Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

15. FAILURE TO FOLLOW RECOMMENDATIONS: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant’s recommendations or from implementation of the Consultant’s recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
   For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Consultant shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

   For Cause – In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Consultant shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

18. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

19. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of $1,000,000. A certificate can be issued upon request identifying details and limits of coverage.

20. **INDEMNITY:** Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault. Notwithstanding any other provision of this Agreement, Client shall be obligated to indemnify Consultant only to the extent permitted by Tennessee law, and no further or otherwise.

21. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant’s collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

22. **CAPTIONS AND HEADINGS:** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
23. **SEVERABILITY**: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. **ASSIGNMENT AND SUBCONTRACTS**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

25. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. **LAW TO APPLY**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT’S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.**

**ENTIRE AGREEMENT** – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representative.

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**CLIENT**: City of Sevierville  
**GEOServices, LLC**

**BY**: ___________________________  
(Signature)  
(Print Name / Title)  
DATE: ___________________________  
PROPOSAL NUMBER: 11-19668  
Faxed signature to be treated as original signature