



Project No. _____

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is made and entered on **XXXX XX, 2026**, by and between **STV Engineers, Inc., a New York corporation** (“**STV**”), and **Town of Nolensville, Tennessee** (“**Client**”). STV and Client are sometimes referred to individually as a “**Party**” and together as the “**Parties**”.

Client desires to retain STV to render certain professional services relating to Client’s Clovercroft Road widening project (“**Project**”). STV is willing to render such services in accordance with the terms and conditions of this Agreement. In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES OF STV

1.1 STV agrees to perform the professional services described in detail in **Exhibit A**, attached and incorporated herein by reference (“**Services**”). The schedule for performance of the Services will be as set forth in **Exhibit A**. If required for the Services, STV will secure and maintain the licenses, professional registrations, permits, and other authorizations necessary for STV to perform the Services. It is expressly understood that Client is responsible for all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes, required by any federal, state, or local government law.

1.2 STV will perform the Services in accordance with the level of care, diligence, skill, and judgment that is ordinarily exercised by recognized professionals in its field with respect to services of a similar nature under the same or similar circumstances (“**Standard of Care**”). Estimates of cost, approvals, recommendations, opinions, and decisions by STV are made on the basis of STV’s experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. Consistent with the Standard of Care, the Services will conform to applicable laws, ordinances, codes, rules, regulations, and other legal requirements at the time Services are rendered.

1.3 STV will not be required to sign any documents, no matter by whom requested, that would result in STV having to certify, guarantee, or warrant the existence of conditions whose existence STV cannot ascertain. Any certification provided by STV will be so provided based on STV’s knowledge, information, and belief subject to and consistent with the Standard of Care. Client will compensate STV for any work necessary to verify project compliance with regulatory standards for purposes of such certification(s).

1.4 If STV provides opinions of probable construction cost pursuant to this Agreement, such opinions are to be made on the basis of STV’s experience and qualifications and, consistent with the Standard of Care, represent STV’s judgment as a professional generally familiar with the industry. However, since STV has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices, or over competitive bidding or market conditions, STV cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by STV.

1.5 If applicable to STV’s Services, during the construction phase of the Project, STV will not supervise, direct, or have control over a contractor’s work, nor will STV have authority over or



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responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of a contractor to comply with laws and regulations applicable to a contractor's furnishing and performance of the work. STV neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the applicable requirements. STV will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except STV's own employees and subconsultants) at the Project site or otherwise furnishing or performing any work.

1.6 Immediately upon execution of this Agreement, Client will provide available information to STV regarding the requirements for the Project. STV is entitled to rely on the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client pursuant to this Agreement. When requested by STV, Client will arrange access to and make provisions for STV to enter upon public and private property as required for STV to perform Services under this Agreement. Upon the request of STV, Client will designate a representative authorized to act on its behalf with respect to the Project. Client, or such authorized representative, will render decisions in a timely manner pertaining to documents submitted by STV in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

1.7 Client may request changes to the scope of Services such as additions, deletions, or revisions (in any case, a "**Change**"). Any Change must be agreed to by the Parties in writing. If STV anticipates that a Change or any other Project event will affect STV's compensation or schedule or will cause STV to perform work outside the scope of Services ("**Additional Services**"), STV will notify Client so that an equitable adjustment(s) to compensation and/or schedule be made through a written document reflecting such adjustment(s) and executed by both Parties ("**Change Order**"). Notwithstanding anything to the contrary, STV is under no obligation to comply with a Change or perform any Additional Services without a Change Order and STV will not be in default for refusal to proceed with a Change or Additional Services.

ARTICLE 2 – COMPENSATION, INVOICING, AND PAYMENT

2.1 Client will pay STV for all Services as set forth in **Exhibit B** ("**Compensation Schedule**"). Client is alone responsible for payment to STV under this Agreement and such duty to pay STV will not be subject to any third-party agreement.

2.2 STV will submit invoices for Services performed, prepared on the basis of STV's monthly progress reports specifying the Services completed during the preceding month. Client will pay STV within thirty (30) days of invoice submission. Time is of the essence in payment of STV's invoices, and timely payment is a material part of the consideration of this Agreement. Unpaid balances are subject to an additional charge of one and three quarters (1.75) percent per month from the date of the invoice.

2.3 STV may, after giving seven (7) days written notice to Client, suspend Services without liability until Client has paid in full all amounts due STV. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for Services is current. If STV is performing services for Client under multiple projects, invoice payments must be kept current on all



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projects for Services hereunder to continue. Client acknowledges STV's right to suspend Services and withhold plans and documents, as provided above, if payments are not current on all projects. If Services are suspended for thirty (30) days or longer, upon resuming Services, STV will be entitled to expenses incurred in the interruption and resumption of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred during the interruption and resumption of its Services and fees for remaining Services will be equitably adjusted. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for Services rendered, STV will be entitled to full reimbursement of all such costs, including reasonable attorneys' fees and costs. Notwithstanding anything contained herein or in any other Article, Client is entitled to receive all plans and documents for which Client paid in full.

ARTICLE 3 – SUSPENSION AND TERMINATION

3.1 Suspension. Client may require STV to suspend, delay, or interrupt all or part of the Services called for by this Agreement upon written notice. Upon receipt of such notice, STV will suspend the Services as directed by Client until such time as Client issues written direction to resume the performance of the Services. If Services are suspended for ninety (90) days or longer, STV will be entitled to reimbursement of all expenses incurred as a result of the interruption and resumption of the Services and an equitable adjustment to the compensation for the remaining Services.

3.2 Termination. Either Party may terminate this Agreement in whole or in part for convenience upon thirty (30) days written notice. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within thirty (30) days following its receipt of such written notice.

3.3 In the event of any termination, Client will compensate STV for Services performed as of the effective date of termination. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any Party which is accrued or vested prior to such termination, and any provisions of this Agreement relating to any such right or obligation will be deemed to survive the expiration or earlier termination of this Agreement.

ARTICLE 4 – INDEMNITY, LIABILITY, AND INSURANCE

4.1 Indemnity. To the fullest extent permitted by law, STV and Client agree to indemnify and hold harmless each other and their respective officers and employees from and against all claims, damages, losses, litigation, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the indemnifying Party, its employees, or subcontractors.

4.2 Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement and to the fullest extent permitted by law, neither Party will be liable to the other Party for any incidental, special, indirect, or other consequential damages incurred, regardless of the nature of the fault or whether it was committed by STV or Client, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use, loss of profits, loss of production, or business interruption, however the same may be caused.



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4.3 Limitation of Liability. To the fullest extent permitted by law, Client agrees that STV's total aggregate liability to Client and any persons or entities claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project, the Services, or this Agreement from any cause or causes including, without limitation, STV's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract, or breach of warranty will not exceed Fifty Thousand Dollars (\$50,000.00) or STV's compensation hereunder, whichever is greater.

4.4 Insurance. STV will carry the following insurance during the term of this Agreement: (i) Worker's Compensation and Employer's Liability Insurance in compliance with statutory limits; (ii) Professional Liability Insurance with limits of One Million Dollars (\$1,000,000) per claim and in the aggregate; (iii) Automobile Liability Insurance with limits of One Million Dollars (\$1,000,000) combined single limit for all motor vehicles owned, rented, or used by STV; and (iv) Comprehensive General Liability, Bodily Injury, and Property Damage Insurance with combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. STV will provide certificates of insurance to Client upon request.

ARTICLE 5 – WORK PRODUCT AND CONFIDENTIALITY

5.1 Ownership of Work Product. All data, calculations, drawings, plans, specifications, designs, models, surveys, maps, reports, studies, analyses, working papers, schedules, estimates, minutes, field notes, manuals, training and presentation materials, electronic files, templates, procedures, scripts, links, source code, software, summaries, and other compilations of information, materials and documents prepared, developed, or accumulated by STV under this Agreement for the Project ("**Work Product**") are instruments of service with respect to the Project and will be and will remain the property of STV. Subject to the terms and conditions of this Agreement, STV grants Client a royalty-free, non-exclusive license to use the Work Product in connection with the Project. The Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by STV for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to STV; and Client agrees to release, defend, indemnify, and hold harmless STV from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle STV to additional compensation at rates to be agreed upon by STV and Client or the third person or entity seeking to reuse the Work Product. If any information hereunder is provided in electronic format, Client recognizes that such information recorded on or transmitted as electronic media, including CADD or BIM documents ("**Electronic Documents**") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alternation. Accordingly, the Electronic Documents are provided to Client for informational purpose only and not as record documents.

5.2 Confidentiality. In connection with the performance of this Agreement, STV and Client may disclose to each other secret or confidential information consisting of unpublished technical or other data in which STV, Client, or other parties have proprietary rights, patentable as well as unpatentable. All of this information will be considered confidential information of the disclosing Party. The receiving Party will not, except as specifically authorized in writing by the disclosing Party, disclose to any party any technical, confidential, or secret information of whatever kind or nature, so long as, and to the



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extent that, such information remains unpublished. This obligation will not apply to information which the receiving Party can demonstrate was in the possession or known to it prior to the date of such disclosure as demonstrated by its records. Nor should this obligation apply to information has been properly and lawfully made available to the receiving Party from third parties who are under no obligation to maintain the confidential nature of this information. The receiving Party will make no copies of any prints or other documents supplied by the disclosing Party, unless expressly authorized or directed to do so.

ARTICLE 6 – GENERAL

6.1 Disputes. STV and Client agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Rules and Mediation Procedures of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ADR) as the Parties may mutually agree. In the event the dispute resolution procedures as described above do not resolve any disagreement among the Parties and any Party elects to institute legal proceedings, the forum for any such action relating to this Agreement will be in the federal or state courts where the Project is located. This Agreement is to be governed by the laws of the state or jurisdiction in which the Project is located. Except to the extent that this Agreement expressly permits a Party to suspend performance, the Parties will each proceed diligently and faithfully with performance of their respective obligations under this Agreement pending a final resolution of a dispute and failure to so proceed will be considered a default under the terms of this Agreement.

6.2 Independent Contractor. STV is an independent contractor responsible for the means and methods used in performing the Services. STV's employees, agents, and representatives will not be considered under this Agreement or otherwise as having a status as an employee of Client.

6.3 Force Majeure. Neither Party will be responsible for delays attributable to acts of God, acts of third parties, intervention of public authorities, weather, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other acts or omissions or events which are beyond the reasonable control of a Party. Compensation, costs, schedule commitments, and time for performance will be adjusted for delays caused under this section.

6.4 Notices. For purposes of this Agreement, all notices and other communications provided for herein must be in writing, addressed as provided hereinafter to the party to whom the notice is given, and must be either: (i) delivered personally; (ii) sent by United States certified mail, postage prepaid, return receipt requested; (iii) placed in the custody of a nationally recognized carrier to be delivered overnight; or (iv) delivered via email (provided that the email originates from a valid business email address registered to the Party giving notice or its representative). Notice is deemed given: (i) upon receipt if delivered personally, (ii) forty-eight (48) hours after deposit if sent by certified mail, (iii) twenty-four (24) hours after deposit if sent overnight by a nationally recognized carrier, or (iv) upon receipt if delivered via email during normal business hours or the following business day if received after business hours. The contact information of the Parties for all purposes under this Agreement and for all notices hereunder will be the information listed on the signature page below.



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6.5 Survival of Provisions. Termination of this Agreement for any reason whatsoever will not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation will be deemed to survive the termination of this Agreement. The indemnity, limitation of liability, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein will survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

6.6 Third Parties. Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of, a third party against either STV or Client. STV's Services under this Agreement are being performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes of this Agreement, and no person or other entity will have any claim against STV because of this Agreement. In addition, nothing herein will be construed as creating a contractual relationship between Client and any STV employee, representative, or consultant. Except for fraud or wrongful misrepresentation of STV's individual officers, directors or employees, the Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by STV hereunder, the Client shall only seek recourse against STV and hereby expressly waives any and all right to pursue a claim against STV's individual officers, directors, or employees.

6.7 Assignment. This Agreement will bind the partners, heirs, executors, administrators, successors, permitted assigns, and legal representatives of the Parties. Client will not sell, assign, sublet, or otherwise transfer any rights under or interest in this Agreement without the prior written consent of STV. STV will not sell, assign, sublet, or otherwise transfer any rights under or interest in this Agreement without the prior written consent of Client.

6.8 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision will be revised to give it the maximum effect allowed by law, or, if a revision is not possible, will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect.

6.9 Headings and Construction. All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference will be derived therefrom. Each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.

6.10 No Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

6.11 Counterparts. This Agreement may be executed in counter-part originals and/or by electronic means, with each Party cooperating to provide the other with an original executed version.

6.12 Entire Agreement. The exhibit(s) to this Agreement are incorporated by reference into, attached to, and made a part of this Agreement. This Agreement, together with all exhibits attached,



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constitutes the entire Agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No amendment or modification to this Agreement will be effective unless it is in writing and signed by authorized representatives of both Parties.

----- *Signature Page Follows* -----



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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have made and executed this Agreement that is effective as of the date first above written.

<p>STV Engineers, Inc. 350 5th Ave. New York, NY, 10118 Attention: Brad Thompson Email: brad.thompson@stvinc.com</p> <p>By: _____</p> <p>Name: <u>Brad Thompson</u></p> <p>Title: <u>Vice President</u></p>	<p>Town of Nolensville, TN 7218 Nolensville Road, Nolensville, TN 37135 Attention: Email:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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**EXHIBIT A
SCOPE OF SERVICES**

Clovercroft Road Widening Design
STV Scope of Work, Schedule, and Fee

June 2, 2026

PROJECT OVERVIEW

Project Description and Location

STV will prepare preliminary design plans for the widening of Clovercroft Road just west of its intersection with Nolensville Road (S.R. 11). The project is anticipated to include widening to 4-lanes including dedicated north and southbound turn lanes with sidewalk and/or a shared use path to accommodate bicyclists and pedestrians.

Consulting Team

- **STV Engineers:** Lead Designer, Utility Coordination, Public Involvement, and Prime agreement holder
- **JMT:** Traffic Analysis, Survey and ROW services

Future Scope (Approved via contract amendment)

Upon Town of Nolensville request and approval via contract amendment, the STV Team will move forward with developing right of way plans, geotechnical analysis, pavement design, utility coordination, permit support, continuing public involvement services, final design/construction plans, bidding assistance, ROW services, and construction engineering inspection.

SCOPE OF SERVICES

The following outlines the proposed scope of services for the above-described project.

Task 1 - Project Management

This task consists of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling meetings, and discussion of project elements with internal consultant team members and the Town of Nolensville (Town). This task also includes the day-to-day management of the STV Team, resource planning, client coordination, and maintaining an understanding of all tasks and how they are progressing in relation to the overall project schedule.

Schedule

The team will develop a detailed project schedule that outlines the proposed work. It will be maintained and tracked with reporting provided as part of a monthly Town Management Coordination meeting. For purposes of this scope, it is anticipated that it will take 7 months to complete this initial phase. The draft block schedule is attached at the end of this document.

Task 1 Deliverables:

- Meeting agendas and minutes
- Monthly invoices and progress reporting
- Monthly management meeting (STV and Town)
- Project schedule

**Clovercroft Road Widening Design
STV Scope of Work, Schedule, and Fee**

June 2, 2026

Task 2 – Field Survey

STV subconsultant JMT will provide field survey services as described in the attached file.

Task 3 – Traffic Engineering/Analysis

STV subconsultant JMT will provide traffic engineering services as described in the attached file. JMT will conduct turning movement traffic counts and evaluate various intersection improvement options as well as assess warrants for the installation of turn lanes at the following location:

- Clovercroft Road at Nolensville Road (SR 11)/Rocky Fork Road – This intersection will be analyzed for improvement scenarios including:
 - Turn lane warrants

The evaluation/analysis will look at AM and PM peak hours for the 2025 base year, and both 2030 and 2035 future year.

Based on the traffic analysis completed by JMT, STV will prepare conceptual layouts and conceptual cost estimates of the proposed improvements.

Assumptions:

- JMT will utilize Synchro/SimTraffic to analyze signalized and unsignalized intersection operations
- Traffic expected to be generated by any approved development in the area will be taken from previous Traffic Impact Studies provided by the Town of Nolensville.
- Conceptual cost estimate will be prepared using TDOT’s Conceptual Cost Estimate Tool

Task 3 Deliverables:

- Traffic Analysis Memo that will include Intersection improvement recommendations, traffic data summary, and figures representing traffic volumes and conceptual roadway or traffic control improvements.
- Intersection turning movement counts at the following locations:
 - Clovercroft Road at Nolensville Road (SR 11)/Rocky Fork Road
- Conceptual Layouts
- Conceptual Cost Estimate

Task 4 – Preliminary Plans

STV will develop engineering/preliminary design plans for the widening of Clovercroft Road just west of its intersection with Nolensville Road (S.R. 11). The limits for the improvements will be as described in the traffic analysis memo and approved by the Town of Nolensville. The scope will include pedestrian ADA ramps and crosswalk design, development of preliminary plans, and a preliminary cost estimate.

Assumptions:

- Plans will follow the format of the TDOT Line and Grade Checklist
- Permitting assistance will occur as part of a future contract amendment
- Bid documents will occur as part of a future contract amendment

**Clovercroft Road Widening Design
STV Scope of Work, Schedule, and Fee**

June 2, 2026

- Geotechnical exploration and recommendations will occur as part of a future contract amendment
- NEPA and/or Environmental studies are not included
- Right of Way plans and Construction Plans will occur as part of a future contract amendment
- Preliminary cost estimates will be developed using the TDOT Line and Grade Cost Estimate spreadsheet and recent construction material cost estimates from various sources.

Task 4 Deliverables:

- Preliminary Plans
- Preliminary Cost Estimate

Optional Task – Public/Stakeholder Engagement Support

As an optional task to be initiated by specific notice to proceed from the Town, STV will provide advisory services to the Town staff and specifically the Public Information Officer on items such as a project web page and a citizen survey. This could include advising on format and content but does not include producing these items and/or content.

Project Schedule

Nolensville Clovercroft Road Widening

Task	2026								2027			
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1.0 Project Startup												
2.0 Traffic Analysis and Conceptual Design ^{1,2}												
3.0 Field Survey												
4.0 Preliminary Utility Review												
5.0 Preliminary (30%) Plans ¹												

¹ Assumes 1 week of review time for Town staff

² Traffic analysis to start in mid-late August when school is back in session

Critical Path indicated in red



October 9, 2025

Krystle Lindsey, PE
Senior Roadway Engineer
STV

**Re: Clovercroft Roadway Widening Project
Traffic & Survey Scope of Services**

Dear Justin:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Clovercroft Roadway Widening Project for the Town of Nolensville, Tennessee.

Traffic Scope of Services

1. Data collection: A site visit will be conducted and pertinent traffic data will be collected within the study area, including field measurements to verify the features of the existing intersection to be studied, traffic control, number of traffic lanes in each direction, number of turn lanes, speed limits, bike/ped and transit access, etc.
2. Traffic counts will be collected at the intersection of Clovercroft Road and Nolensville Road during the AM and PM peak hours on a typical weekday while school is in session. The timing of these counts can be done upon NTP – or can wait until the planned Publix is open and operational.
3. Traffic Analyses: Existing plus and 5 and 10-year projected traffic volumes will be analyzed using the Highway Capacity Manual method. Levels of service will be developed. This report will include two sets of projected volumes.
4. Traffic Projections: Traffic expected to be generated by any approved development in the area will be taken from previous Traffic Impact Studies provided by the Town of Nolensville.
5. Figures: All figures within the report will be clearly labeled and present a visual representation of traffic volumes. Additional figures will be developed to present conceptual representations of traffic control and/or roadway improvements. The conceptual recommended improvements are for illustrative purposes only, specific roadway and signal plans will not be developed.
6. Develop recommendations: Any roadway or traffic control improvements required to mitigate the future traffic will be included the analysis and in the report. These recommended improvements will include a narrative discussion with conceptual illustrations.
7. Write report: A Traffic Analysis Memo will be developed that will comply with industry standards.

Survey Scope of Services

1. Use existing TDOT geodetic control points to be used for horizontal and vertical Control. Control will be checked, and additional control set if needed. Survey data will be based on horizontal datum NAD83 (2011) and vertical datum NAVD 88.
2. Contact property owners by writing for entry letters.
3. Survey property/right-of-way with approximately 8 tracts for right-of-way only, full survey of individual properties is not included.
4. Contact/request Tennessee 811 for utility locate and tickets with survey one compliance letter.
5. Topography/DTM will be 25-foot survey grid with contour interval at 1 foot.

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6. No underground subsurface utility engineering (SUE) designation or location will be performed as part of this survey. The existing underground utilities will be a compilation of information based on visual observation, TN 811 utility locates and other mapping sources if available.
 7. Deliverables will be MicroStation ORD version 12.0 – files using TDOT standards.

Reduced Area: Full location/topographic roadway corridor survey approximately 700' West and 200' East from center of intersection Nolensville Road/Clovercroft Road and 100' North from center of intersection. Width includes 30 feet left and 100 feet right of centerline of Clovercroft Road, 60 feet on Nolensville Road and 200 feet on Rocky Forck Road. Survey includes full DTM, topo, ROW Lines, existing alignments and profiles. Survey will be limited to outlined area as shown on Exhibit A.

Extended Area: Full location/topographic roadway corridor survey approximately 250' West from center of intersection Clovercroft Road/Old Clovercroft Road and 250' North from center of said intersection to 200 feet East of intersection of Nolensville Road and Rocky Forck Road. Topo width being 40 feet wide from centerline of Old Clovercroft Road and 30 feet left and 100 feet right from centerline of Clovercroft Road. Survey includes full DTM, topo, ROW Lines, existing alignments and profiles. Survey will be limited to outlined area as shown on Exhibit B.

Project Fee and Schedule

The "Lump Sum" fee for the Traffic Analysis will be **\$9,750**. The "Lump Sum" fee for the Reduced Area Survey will be **\$15,900**. If the Extended Area Survey is chosen, the fee will be **\$27,900**. Work will be invoiced monthly on a percent complete basis. Expected schedule for Traffic Analysis is 6 weeks from NTP (depending on when counts are collected due to Publix). Expected scheduled for survey would be early 2026 if given 4 weeks prior NTP.

Any work required beyond what is listed in this scope of work will be discussed with you prior to commencement and either an additional scope developed or will be billed at JMT's standard hourly rate. Additional work includes: Coordination with railroad or train line representatives; Attendance at more than one public or council meeting; TDOT permit applications, Additional iterations of traffic, Modifications to land use; Additional data collection (additional count locations or times); Specific roadway/signal plans or CAD-level drawings.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this important project for STV and TDOT.

Sincerely,



Dyan C. Damron, PE, PTP
Associate Vice President
Office Leader | Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.

Exhibit A

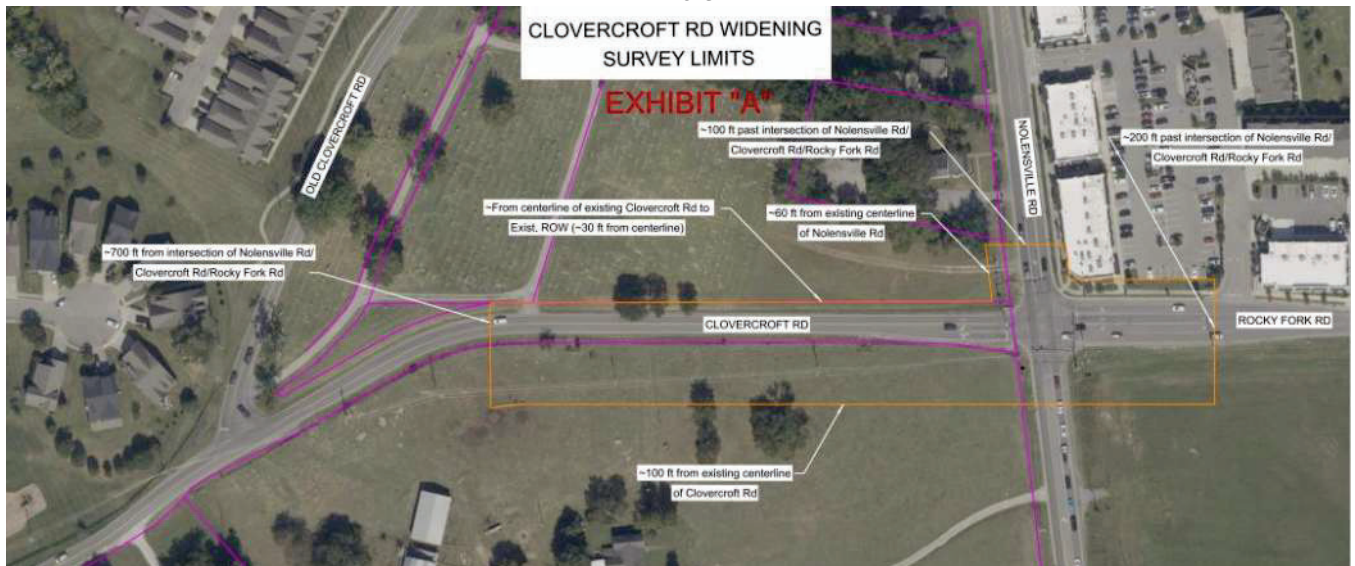
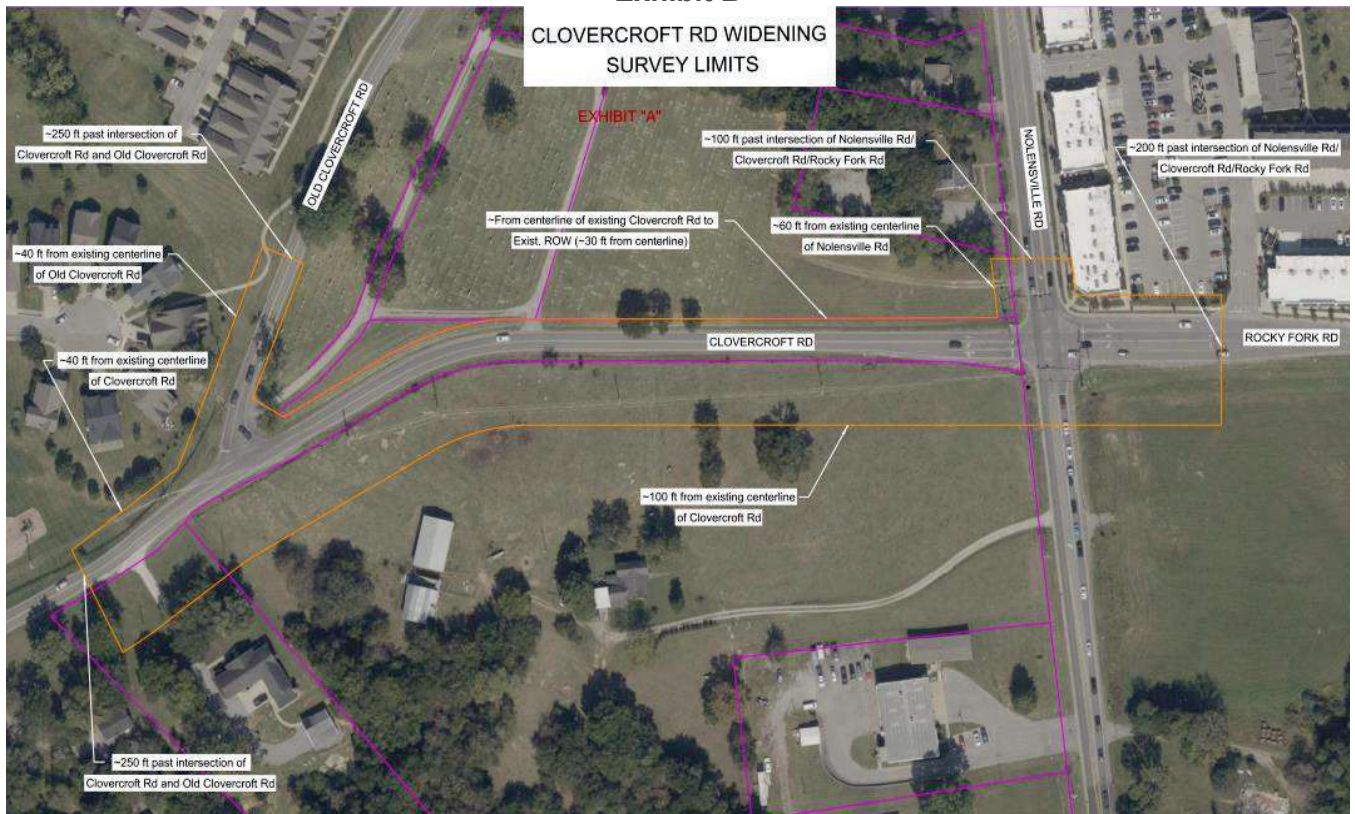


Exhibit B





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**EXHIBIT B
COMPENSATION SCHEDULE**

Project Fee

STV will provide the services described in this scope of services for a lump sum fee not to exceed \$119,691. A breakdown of the fee follows.

Task 1 – Project Management	\$11,745
Task 2 – Field Survey	\$15,900
Task 3 – Traffic Analysis and Conceptual Design	\$14,430
Task 4 – Preliminary Plans	\$77,616
TOTAL	\$119,691
Optional Task – Public/Stakeholder Engagement	Hourly, not to exceed \$2,500 only upon written authorization by Client