

SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of October __, 2019 ("Effective Date") between The Town of Thompson's Station ("Client") and Earthsearch Soil Consulting LLC ("Consultant"). This agreement is limited to the services as stated herein and as applicable to Tax Map 132, Parcel 6.09, otherwise referred to the Barry Alexander Farms LLC ("the Property"), located in Williamson County, Tennessee; estimated to be 107 acres. Pursuit to the provisions as stated below, the Client and Consultant agree to:

Scope of Work

The scope of work ("the Project") includes traveling to the Property and performing the following:

- (A) An extra high intensity soil map with pedon descriptions
- (B) Estimated acreage required for the Project is 75.78 of the total 107 property acres
- (C) Consulting services as required to facilitate onsite meetings with TDEC, The Department of Water Resources.

A final soil map will be submitted for approval in accordance with the laws of the State of Tennessee to TDEC, The Department of Water Resources.

1. Basic Agreement & Period of Service

- A. Performance of the Project is dependent upon the receipt of an accurate and complete survey of the Property;
- B. Consultant shall perform the Project within a minimum of 8 weeks after the accurate and complete survey has been received. Any inconsistencies or inadequacies in the survey will potentially delay Consultant's ability to complete the project within the timing above;
- C. Timing is dependent upon the availability of the representatives of TDEC and the weather;
- D. Consultant to provide all equipment required for the Project.

2. Cost & Payment Procedures

- A. The Consultant shall provide consulting services on a per acre charge of \$800.00;
- B. The estimated area of 75.78 acres at a rate of \$800.00 per acre results in a total project cost of \$60,624.00. Any additional acreage that may require mapping, shall be charged at \$800.00 per acre;
- C. Payment shall be due in full upon the submission of the final soil map to TDEC and as invoiced by the Consultant;

3. Notices

The soil map will be prepared in and accordance with the standards established in the regulations to govern subsurface sewage disposal with accepted standards of soil science practices and the standards set forth by the NRCS soil survey manual and USDA taxonomy. No other warranties, express or implied, are made.

4. Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
 - b. By Consultant:
 - i. Upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - ii. Upon seven days written notice if the Consultant's services for the Project are delayed for more than 30 days for reasons beyond Consultant's control.
 - iii. Consultant shall have no liability to Client on account of termination by Consultant under Paragraph 4.A. and 1.b.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot reasonably be cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Client effective upon Consultant's receipt of written notice from Client.
- B. The terminating party under Paragraph 4.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 4, Consultant will be entitled to invoice Client and to receive full payment for all services properly performed or properly furnished in accordance with this Agreement.

5. Successors, Assigns, and Beneficiaries

- A. Client & Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Client and Consultant (and to the extent permitted by Paragraph 5.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owned by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6. General Considerations

- A. The standard of care for all professional soil mapping & consulting services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services. Subject to the foregoing standard of care, Consultant may use or rely upon information ordinarily or customarily furnished by others, including, but not limited to, surveys.
- B. Consultant shall not at any time supervise, direct, control, or have authority over any surveyor’s work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of surveying, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a surveyor to comply with laws and regulations applicable to such surveyor’s furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located and any filing for enforcement of this agreement shall be in the Chancery Court for Williamson County, Tennessee
- D. The parties acknowledge that Consultant’s scope of services does not include any services related to a Hazardous Environmental Condition. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Property is in full compliance with applicable Laws & Regulations.
- E. Client and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law for which the prevailing party shall be entitled to the recovery of attorney fees and the cost of litigation
- F. Consultant agrees that Consultant has liability coverage in an amount up to \$1 million dollars for which Consultant has provided to Client and will re-submit upon request.

7. Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1,

CLIENT: Town of Thompson’s Station

CONSULTANT: EarthSearch Soil Consulting LLC

SIGNATURE: _____

SIGNATURE: _____

BY: _____

BY: Michael Haarbauer

TITLE: _____

TITLE: Owner

DATE SIGNED: _____

DATED SIGNED: _____

ADDRESS FOR NOTICE:

1550 Thompson's Station Road, West

P.O. Box 100

Thompson's Station, TN 37179

ADDRESS FOR NOTICE:

2000 Mallory Lane, Ste 130-306

Franklin, Tennessee 37067