

**204 Betsy Pack Drive
Jasper, Tennessee 37347**

Telephone (423) 942-3434
Fax (423) 942-4211

1. Request Approval of 2025-2026 DHA Members *Mack Reeves*
2. Request Approval for SolarTint to Install Security Window Film at Jasper Middle School *Mike Ogden*
3. Request Approval to Pay Kaatz, Binkley, Jones & Morris Architects, Inc. for Architectural Services *Dr. Griffith*
4. Approve Field Trips:
Whitwell High School – 36 Students to Crossville, TN, 8/8/25
(Approved by Executive Order 8/7/2025)
5. Request Approval of Proposal with Terracon for AG Labs *Sherry Prince*
6. Request Approval of Proposal with Terracon for Construction of Greenhouse *Sherry Prince*
7. Approve 2025-2026 Non-Faculty Volunteer Coaches:
Whitwell High School – Travis Griffith, Tony Goforth (*Football*)

MARION COUNTY DEPARTMENT OF PUPIL SERVICES OFFICE

DATE: 8/8/2025
TO: DR. MARK GRIFFITH
CC: MARION COUNTY SCHOOL BOARD MEMBERS
FROM: MACK REEVES (DIRECTOR OF PUPIL SERVICES)
RE: 2025-2026 DHA MEMBERS

The following individuals and school administrators need your approval as **Discipline Hearing Authority Members** for the 2025-2026 School Year.

Mack Reeves	Chairman/Moderator (Director of Pupil Services)
David Smith	Attendance/Transportation (Liaison) Co-Chairman
Carol Bailey	Director of Coordinated School Health
Jackie Kirk	Marion County Juvenile Court
One Marion County School System Assistant Principal (Rotating weekly)	

DHA committee members are listed above. All Marion County Assistant Principals are on a weekly rotation thru out the year. The student charged with an infraction, will have his/her school administrator (Principal or Assistant Principal) present the case to the committee, but will not have a vote in the decision of the committee. All DHA decisions will be a majority ruling. All DHA committee recommendations will be reviewed by the Director of School for confirmation or modification before the student can be notified of the decision. The DHA Chairman controls the meeting and has a right to end meeting if hostile actions are shown toward committee members. DHA meetings will be held at 9:00 am on Friday's. DHA location may fluctuate from week to week.

According to TCA; voting DHA members shall not be more than the number of school board members for the county. If a scheduled Assistant Principal cannot be present for their scheduled week, the scheduled school Assistant Principal must swap dates with another school's Assistant Principal in order to have a majority of the five voting members present.

MR



PROPOSAL

Job ID 28862 Cust # 25679

ENERGY • FADE • GLARE • SECURITY • DECORATIVE • GRAPHICS • SIGNS

5050 Montgomery Road
Cincinnati, OH 45212
Phone 513-829-8818
www.solartint.com
www.st.graphics

CONTRACT FOR SERVICES
Monday - Friday 8:00am - 5:00pm



Customer

Marion County Schools NEW Jasper MS
Security Film

15 Highway 150
Jasper, TN 37347

Additional Contact:
MARION COUNTY SCHOOLS
Mike Ogden
mogden@mctns.net

Proposal Total

\$28,670.00

Scope: Furnish and install 3M Ultra S800 Security Window Film and IPA to ground floor windows and doors up to door height.

AREA	# OF PANELS	PRODUCT	AMOUNT
1 - Front Doors	6	3M ULTRA S800	
1 - Front Windows	54	3M ULTRA S800	
10 - Classroom Doors	3	3M ULTRA S800	
11 - Front Windows	36	3M ULTRA S800	
11 - Side Door	1	3M ULTRA S800	
2 - Front Windows	36	3M ULTRA S800	
3 - Side Doors	2	3M ULTRA S800	
4 - Alley Windows	42	3M ULTRA S800	
5 - Alley Doors	4	3M ULTRA S800	
5 - Alley Windows	24	3M ULTRA S800	
6 - Side Doors	7	3M ULTRA S800	
7 - Rear Doors	10	3M ULTRA S800	
8 - Back Corner Doors	6	3M ULTRA S800	
8 - Back Corner Windows	12	3M ULTRA S800	
9 - Classrooms	42	3M ULTRA S800	
Section 3 Total	285		16,649.00
1 - Front Doors	6	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
1 - Front Windows	54	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
10 - Classroom Doors	3	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
11 - Front Windows	36	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
11 - Side Door	1	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
2 - Front Windows	36	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
3 - Side Doors	2	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
4 - Alley Windows	42	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
5 - Alley Doors	4	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
5 - Alley Windows	24	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
6 - Side Doors	7	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
7 - Rear Doors	10	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
8 - Back Corner Doors	6	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
8 - Back Corner Windows	12	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
9 - Classrooms	42	3M IMPACT PROTECTION ATTACHMENT 3/8" - BLACK	
Section 4 Total	285		12,021.00

Subtotal	28,670.00
Total:	\$28,670.00

Salesperson: Chris Gray - 615-706-0583
Quote good until: 12/26/2024
Payment Terms: 50% Invoiced for Materials When Order is Placed Net 30 Days / 50% Invoiced at Completion Net 30 Days

Guarantee

All materials and workmanship are guaranteed to be specified in this Contract and will be completed in a workman-like manner. Solar Tint adheres to IWFA (International Window Film Association) standards.

Changes to the Contract

You must notify your sales representative in writing of any changes you wish to make to the materials and work to be provided. Solar Tint must agree to the requested changes before it is obligated to make those changes. Any agreed upon change(s) that result in extra time, labor, or materials will result in additional charges to the Order Total, which you are responsible for. Price is based off normal wage rate and business hours 8am to 5pm Monday through Friday, any other wage rates or hours will be charged at an additional rate.

Limitation of Liability

Solar Tint is not responsible for glass breakage due to improper glass installation, existing glass damage or scoring from previous film installation. Standard general liability and workers comp insurance is included in the Order Total. You are responsible for the cost of any additional coverage (if required). We require four feet of space in front of each working space, if anything is in front of the working spaces and not moved out of the way, Solar Tint is not responsible for any broken or damaged items or the surrounding areas. If obstructions are not moved prior to us working in those areas additional fees will apply. In no event shall Solar Tint be liable for any damages in excess of the order total.

Scratches on Glass

Solar Tint will take every precaution possible while removing the window film and/or cleaning the window if the glass is scratched during removal and/or cleaning Solar Tint will not be held responsible. If we notice glass is scratching during the removal of the window film and/or cleaning we will notify the contact and will change the process of removal and/or cleaning that will be billed by time and material at a rate of \$120 a hour per man.

Black Opaque

We do not recommend installation of black opaque on the interior of double pane glass unless the glass is heat strengthened or tempered. Alternatives are exterior application or a white opaque.

One-Way Mirror

For a One-Way Mirror film to work in a space, the lighting needs to be 40% brighter on the outside of the room that you do not want individuals to see in. We can apply diffusers on the interior to help create a better One-Way Mirror effect, but lighting is the main factor whether the application will be effective.

Custom Projects

Include two samples to be created at no charge. All samples after two will be invoiced based off time and material to create them. Standard sample size is 5"x15" but may vary on each project.

Design Time

Our graphic designers are billed at an hourly rate of \$95 per hour for a Graphic Designer and \$150 per hour for a Creative Director for creating or designing images.

Labor Only Projects

Labor only rates are based off \$120 an hour, this price will be predetermined or billed based upon the hours of preparation, travel, and labor at the site. Solar Tint will in no way be responsible for any of the material provided by others. The risk is assumed by the customer providing the material.

Trip Charges

In the event that the jobsite is not prepared for installation or if work is asked to be halted by the customer or general contractor, a trip charge will be invoiced. This includes situations where the contact is not available to let our installers onsite to perform the work that was scheduled. This charge will be assessed regardless of whether or not the requested services are ultimately performed. The fee for a trip charge will be the greater of a) \$350 minimum, or b) \$120 per hour per installer scheduled to perform work at the jobsite.

Glass Warranty

With insulated glass units, seal failure is the appearance of moisture in between the two pieces of glass, from failure of the seals. Window film has no effect on seal failure, seal failure occurs naturally over time in any insulated window. Thermal shock fracture is caused by an imperfection or weak spot in the edge of the glass, hidden by the framing. The standard warranty, provided by 3M with the purchase of the film, covers up to \$500 (for glass and replacement tint) per pane of glass within the specified time periods, listed below. Sixty months coverage against thermal shock fracture and 40 months coverage against seal failure, if covered by original manufacturer. To qualify for seal failure coverage, the owner must present evidence that a seal failure warranty is currently in place from the window manufacturer, the warranty must include owners name and address. All employees are trained and certified to recommend the best product, based upon the provided information of the existing windows. To apply for a window claim, contact your sales representative before any replacement, all payments are through 3M, not through Solar Tint.

Cancellation of Contract

You may cancel this Contract at any time prior to the later of: (i) midnight of the third business day after the date of this transaction or (ii) five business days prior to the scheduled installation date. Saturdays are business day Sundays and federal holidays are not. See the attached notice of cancellation form an explanation of this right. The terms of that notice of cancellation are incorporated into this Contract by reference. For stocked materials, if you cancel this Contract after midnight of the third business day after the date of this transaction, you are still responsible for paying a restock fee, and/or for reasonable charges affiliated with travel and setup costs in the amount of 25% of the project value. For special ordered materials, if you cancel this Contract

after midnight of the third business day after the date of this transaction, you are still responsible for paying the cost of the order material(s), and for reasonable charges affiliated with travel and setup costs in the amount of 25% of the project value.

Payment Methods

Any payment made with credit card and/or debit card will incur a 3.5% non-cash adjustment that will be added to your invoice at the point of payment. Payments made by ACH, cash, and check will incur no additional charge.

Unpaid Invoice / Collection

You are responsible for paying for the Order Total as provided in the Payment Terms. If any balance is not paid upon the completion of the work, you will be charged interest at a rate of two percent per month on any past due invoice. If it becomes necessary for Solar Tint to file refer this to collections or to file suit to recover any unpaid balance and interest accrued due to your refusal (as we may reasonably infer) to pay any unpaid balance, then you are responsible for any collection costs, including reasonable attorney and court costs incurred by Solar Tint. Additionally, you are responsible for paying any post-judgment interest at the **maximum** rate allowed by state law (as dictated by the state where this Contract is to be performed).

Waiver of Jury Trial / Agreement to Arbitrate

Except for any unpaid invoice or collection of unpaid invoices by Solar Tint, all disputes concerning this Contract for Services shall be submitted to binding arbitration. **If, for any reason, any claim is not disposed of through binding arbitration, then both parties irrevocably waive their right to trial by jury.**

Severability

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability all other terms hereof shall remain in full force and effect and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Acceptance of Proposal / Authorization to Work

By signing this Contract for Services, you agree to be bound by its terms. This Contract for Services will be effective from the date that it is signed, dated, and submitted by you.

Notice of Cancellation

Date of transaction: _____

To be mailed/delivered to: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to Solar Tint at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Solar Tint regarding the return shipment of the goods at the Solar Tint's expense and risk.

If you do make the goods available to the Solar Tint and the Solar Tint does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Solar Tint, or if you agree to return the goods to the Solar Tint and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to your sales representative at the address provided in the Contract.

I HEREBY CANCEL THIS TRANSACTION.

/s/ _____

Name: _____

Address: _____

Date: _____

Acceptance of Proposal / Authorization to Work:

The above prices, specifications, terms and conditions are satisfactory to me and are hereby accepted. My signature authorizes you to do the work.

Date

Customer Signature

E-Sign

Authorized Dealer Signature

Kaatz, Binkley, Jones, & Morris Architects, Inc

Bill To:

Marion County Schools
204 Betsy Pack Drive
Jasper, TN 37347

Invoice Date

8/8/2025

Invoice Number

2025-08-08_2940-06

From:

KBJM Architects, Inc.
1008 Charlie Daniels Parkway
Mt. Juliet, TN 37122

Whitwell HS Theater & Auditorium Renovations

Fee based on bid amount	Previously Invoiced	Previously Paid	Current Invoice		Fee Remaining
\$127,260.00	\$62,000.00	\$62,000.00	\$25,000.00		\$40,260.00

Bid Amount: \$2,121,000.00

Design Fee: \$127,260.00

Please remit to Kaatz, Binkley, Jones, & Morris Architects, Inc
PO Box 713, Mt. Juliet TN 37122

PO Box 713
MT JULIET, TENNESSEE 37121 - 615-754-5393

REQUEST FOR APPROVAL OF SCHOOL ORGANIZED TRIP FOR STUDENTS

CHECK THE APPROPRIATE BOX

☐ Field Trip ☒ Athletic Trip ☐ Overnight trip ☐ School Journey ☐ Other

Name of School WHS Date Submitted 8/7/25

Teacher Making the Request Owen Kilgore Position Teacher/Coach

Teacher's Email Address Owenkilgore@mcctns.net Class/Club Football

of Students Participating 36 # of Parent Chaperones 4 # of Teachers Chaperones 2

Overnight request requires a copy of trip agenda attached.

METHOD OF TRANSPORTATION

☒ School Bus (indicate number required) ☐ Walking ☐ Personal Vehicle
☐ Charter Bus (indicate number required) ☐ Airplane ☐ Other

FIELD TRIP DESTINATION/TIME FRAME/PURPOSE

Destination Cumberland Co. HS Destination Phone Number 951 484 6194

Destination Address 660 Stanley St. City Crossville State TN

Date(s) of Trip: 8/8/25 ☒ One day ☐ Overnight (how many days)

Time Schedule Requested: Leave School: 3:30 Arrive Destination: 6:00

Leave Destination: 8:00 Return School: 9:30

Educational purpose

Actual on site instructional time

What are you going to do with students not going?

COST PER STUDENT

Travel Lodging Food

School Lunches Entrance Fees / Tickets Other

TOTAL COST PER STUDENT: Funding Source:

What provisions are being made for students who cannot afford to participate in this trip?

SUBMIT REQUEST

☒ Approve ☐ Disapprove

Principal [Signature] Date 8/7/25

☒ Approve ☐ Disapprove

Director of Schools [Signature] Date 8-7-25

☐ Approve ☐ Disapproved

Marion County Board of Education

Date

Approved via Executive Order: M. [Signature] 8-7-25



July 31, 2025

Lewis Group Architects, Inc.
63 North Ocoee Street
Cleveland, TN 37311

Attn: Steph Douthitt
P: (706) 264-1804
E: sdouthitt@lewisgroup.net

Re: Proposal for Construction Materials Testing
Marion County Schools - Ag Labs
160 Ridley Drive
Jasper, Tennessee
Terracon Proposal No.: **PE2251153**

Dear Ms. Douthitt,

Terracon appreciates the opportunity to submit this proposal to you for materials testing services on the referenced project. This proposal describes our understanding of the project, discusses the scope of services to be provided and presents applicable fees with a Fee Estimate.

PROJECT INFORMATION

The project site is located at Marion County Highschool in South Pittsburg, Tennessee and is planned for the construction of a new Ag Lab. Based on the project drawings provided to us, we understand that the structure will include shallow foundations, a concrete slab-on grade, CMU walls and pre-engineered metal framing.

In addition to the information described above, and our experience, the following documents were used in preparing this proposal:

Architectural Plans – prepared by Lewis Group Architects, dated May 23, 2025
Structural Plans – prepared by March Adams and Associates, dated May 14, 2025
Civil Plans – prepared by Allmon Engineering, dated May 14, 2025

If our assumptions or understanding of the project are incorrect, we request the opportunity to review this proposal and modify it accordingly for re-submittal to your attention.

SCOPE OF SERVICES

We recommend that the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed. Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

Soils

Our services during construction may include the following on an as requested basis:

- Verify proper site preparation per the Geotechnical Engineering Report, if one has been performed, prior to fill placement, through subgrade evaluation and observation of proofrolling.
- Observe the site after topsoil has been stripped and existing structures demolished to verify that any objectionable soils and materials have been removed.
- Observe proofrolling of the exposed soils after the stripping/demolition to locate areas that may require undercutting. Areas above final grade will be proofrolled after they are cut to grade, and areas below final grade will be proofrolled prior to fill being placed.
- Perform laboratory proctor and other related laboratory tests on representative fill soils in general accordance with ASTM and per project plans and specifications.
- Perform in-place field density tests per ASTM to verify the percent compaction achieved by the contractor.
- Report soil inspection and testing activities to the appropriate project representatives and contractor and provide test results in a written report.

Foundations

Our services during construction may include the following on an as requested basis:

- Perform tests on shallow/spread foundation soils utilizing a dynamic cone penetrometer (DCP) to evaluate soil bearing pressures in shallow foundations.
- Inspect soils and rock at foundation bearing level to verify that the materials encountered in the foundation excavations are similar to those for which the allowable design bearing pressure was recommended.
- Provide recommendations for unsuitable soils identified in foundation excavations, if applicable.

Reinforcing Steel

Our services during construction may include the following on an as requested basis:

- Verify placement of reinforcing steel, including size, grade, type, location, and spacing.
- Report test results to personnel specified by contract documents.

Concrete Testing

We anticipate the scope of concrete-related sampling and testing to include the items listed below. These items will be provided on as requested basis. We assume a contractor's representative will provide on-site storage container(s) for initial curing of cylinder samples capable of controlling temperatures within the range specified by ASTM C31. We are not responsible for rejection of concrete during placement.

- Sample fresh, plastic concrete in general accordance with ASTM C172 and ASTM C31. Mold 5 standard cylinders for compressive strength testing every 50 cubic yards for each class of concrete placed each day or at the specified frequency.
- Perform a slump test in accordance with ASTM C143 for each set of specimens or more frequently if changes occur in the consistency.
- Perform air content tests on normal weight concrete in accordance with ASTM C172 and C231.
- Measure the concrete and ambient air temperatures in accordance with ASTM C1064.
- Perform unit weight of concrete in accordance with ASTM C138 for each set of specimens.
- Record the amount of water and/or admixtures added on the site.
- Laboratory cure and perform compressive strength testing of cylinders per the contract specifications.
- Report test results to personnel specified by contract documents.

Masonry

Our services during construction may include the following on an as requested basis:

- Verify placement of reinforcing steel, including size, grade, type, location, and spacing.
- Verify that cells are clean prior to grouting.
- Observe grout placement
- Observe masonry for proper protection during hot and cold weather.
- Verify type, size, and location of anchors, including details of anchorage of masonry to structural members, frames, or other construction.
- Report test results to personnel specified by contract documents.

*Safe access in accordance with OSHA standards shall be provided by the contractor so that Terracon may safely perform the masonry observations/reinforcing steel inspections at elevations higher than 4 ft.

Block Fill Grout

Our services during construction may include the following on an as requested basis:

- Sample fresh, plastic grout and mold samples in accordance with ASTM C1019 for compressive strength testing each day of placement or as specified in the contract documents.
- Report test results to personnel specified by contract documents.

*Masonry units to fabricate grout samples in accordance with ASTM C1019 shall be provided by the contractor.

CONSTRUCTION TESTING COORDINATION/OVERSIGHT

Terracon will designate a Project Manager to oversee Terracon's scope of Construction Testing for the project. The Project Manager will review reports of field tests and observations or designate appropriate parties to do so and submit reports to the parties designated in the contract documents.

During construction, Terracon requests to be provided with copies of all current/revised drawings, details, specifications, Requests for Information, reviewed submittals, and any other clarifying or modifying communication that affect our portion of the work.

Reporting & Scheduling

After review by the Terracon Project Manager, final reports will be issued electronically. Laboratory test results are available within 24 hours of test completion and reports can be transmitted the following business day upon request.

Non-compliant tests or observations will be promptly reported to contractor personnel so corrective action can be taken and documented. Pre-designated project team members can be contacted via telephone call, fax or email the day of any uncorrected discrepancy, as requested.

We anticipate our services to be on an as-requested basis. We request our services be scheduled a minimum of two working days in advance and three working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule. All requests for periodic services should be submitted to our direct scheduling phone (423-602-2100) between 8:00am and 5:00pm, Monday through Friday. Messages left on the scheduling line outside of these hours on weekdays or on Saturday, Sunday and Holidays will be received the next business day.



A key management and cost control advantage that Terracon brings to this project is our **Construction Materials Engineering Laboratory Management System (CMELMS™)**. Some key components of this system include:

- The program automatically tracks all reports and provides immediate availability of test results. A hardcopy can be printed and personally delivered, sent electronically via e-mail, or posted to our Client Document Website that can be updated daily for the storage of all reports and can be accessed only by approved users.
- CMELMS has a built-in deviation log that can be updated with each report to track which deficiencies have been corrected and which ones are still outstanding.
- CMELMS can track and compile the progress of our testing and inspection activities and submit real-time budget reports that can be accessed and printed. The system also has the ability to track "re-tests" and additional testing services in detail so that those charges can be evaluated.

In order to expedite report submittal and reduce the use of paper, we propose to utilize Terracon's Client Document Website on this project at no additional charge to the client. Any designated member of the project team can receive access to Terracon's Client Document Website and can view, download or print our inspection and testing reports as they are uploaded daily. The access to reports can be limited by the report type, for example, the project civil engineer will not have access (and is not notified to the uploading) of structural steel reports. The Client Document Website also allows for the electronic storage of our reports and can be accessed by approved users with an internet connection from anywhere at any time.

COMPENSATION

Terracon will provide the scope of services described on a time and materials (hourly and unit rate) basis. However, the construction schedule, weather conditions, efficiency of scheduling by site personnel, construction workmanship, etc. will determine the actual cost of our services. Based on the above scope, information provided, and noted assumptions; we **estimate** the cost for testing to be **\$9,445.00** for the proposed services on this project, as itemized in the attached Fee Estimate.

Please note that if additional scopes of work are requested or if additional site visits are requested beyond those anticipated we will discuss with you at that time and may need to increase the Project Budget. Also, labor and expense charges associated with re-inspections/re-testing and contractor or weather-related standby/delay time is not included and will be described as such in reports and/or invoicing for your information. We will advise you if these situations occur.



The billing for our services will be directed to your attention on a monthly basis. Actual fees for services provided will accrue in accordance with the attached unit and hourly rates.

Personnel

Engineering Technician	\$75/hour
Clerical	\$70/hour
Project Manager	\$140/hour
Senior Engineer/APR.....	\$175/hour

Note: Travel made for performance of testing, inspection and consulting services are charged portal-to-portal in 1-hour increments from our Chattanooga office. Technician time will be charged at a 4-hour minimum for each day's site visit (unless noted otherwise). An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 6:00 AM and after 8:00 PM, as well as for services provided on Saturday. An overtime premium of 2.0 times the hourly rate will apply for services provided Sunday and Terracon recognized Holidays.

Laboratory Testing/Equipment/Supplies/Travel

Concrete Cylinder (Terracon Cast)	\$20/each
Concrete Cylinder (Contractor Cast)	\$25/each
Grout Sample	\$25/each
Equipment Fee	\$50/day
Trip Charge	\$70/trip

This proposal may be accepted by executing the attached Agreement for Services (Agreement) and returning these documents via email (joseph.hitchcock@terracon.com) or fax (423) 499-8099. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the listed proposal date.

Again, we greatly appreciate the opportunity to provide this proposal for our services during construction. If you have any questions, please do not hesitate to contact us.
Sincerely,

Terracon

Joseph Hitchcock

Joseph Hitchcock, P.E.
Senior Staff Engineer

Emmanuel Kirwa, P.M.P.
Group Manager / Senior Project Manager

Attachments: Project Distribution List, Fee Estimate, Agreement for Services

Project Distribution List

1. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____
2. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____
3. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____
4. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____
5. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____
6. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____
7. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) _____ - _____ Contact Fax: (____) _____ - _____
Contact Cell: (____) _____ - _____ Contact Email: _____

Fee Estimate						
Materials Services						
Marion County Schools - Ag Labs						
Terracon Proposal No. PE2251153						
DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Materials Testing						\$ 7,065.00
Concrete						\$ 2,330.00
Slab-on-grade						\$ 920.00
Engineering Technician	\$ 75.00	8	hours	1	8	\$ 600.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 20.00	10	tests	1	10	\$ 200.00
Trip Charge	\$ 70.00	1	trips	1	1	\$ 70.00
Equipment Fee	\$ 50.00	1	days	1	1	\$ 50.00
Foundations						\$ 820.00
Engineering Technician	\$ 75.00	8	hours	1	8	\$ 600.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 20.00	5	tests	1	5	\$ 100.00
Trip Charge	\$ 70.00	1	trips	1	1	\$ 70.00
Equipment Fee	\$ 50.00	1	days	1	1	\$ 50.00
Sample Pick-Ups						\$ 590.00
Engineering Technician	\$ 75.00	3	hours	2	6	\$ 450.00
Trip Charge	\$ 70.00	1	trips	2	2	\$ 140.00
Soils						\$ 1,390.00
Proofroll Observations						\$ 670.00
Engineering Technician	\$ 75.00	8	hours	1	8	\$ 600.00
Trip Charge	\$ 70.00	1	trips	1	1	\$ 70.00
Foundations						\$ 720.00
Engineering Technician	\$ 75.00	8	hours	1	8	\$ 600.00
Trip Charge	\$ 70.00	1	trips	1	1	\$ 70.00
Equipment Fee	\$ 50.00	1	days	1	1	\$ 50.00
Masonry						\$ 3,345.00
Grout Testing						\$ 2,460.00
Engineering Technician	\$ 75.00	8	hours	3	24	\$ 1,800.00
Compressive Strength of 3x6 inch Grout Prism	\$ 25.00	4	tests	3	12	\$ 300.00
Trip Charge	\$ 70.00	1	trips	3	3	\$ 210.00
Equipment Fee	\$ 50.00	1	days	3	3	\$ 150.00
Sample Pick-Ups						\$ 885.00
Engineering Technician	\$ 75.00	3	hours	3	9	\$ 675.00
Trip Charge	\$ 70.00	1	trips	3	3	\$ 210.00
Administrative Support						\$ 2,380.00
Clerical	\$ 70.00	8	hours	1	8	\$ 560.00
Project Manager	\$ 140.00	8	hours	1	8	\$ 1,120.00
Senior Engineer/APR	\$ 175.00	4	hours	1	4	\$ 700.00
Total						\$ 9,445.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lewis Group Architects, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Marion County Schools - Ag Labs project ("Project"), as described in Consultant's Proposal dated 07/30/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Tennessee law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **7/31/2025**

Name/Title: **Emmanuel C. Kirwa, P.M.P. / Materials Sr. Project Manager / Group Manager**

Address: **51 Lost Mound Dr, Ste 135
Chattanooga, TN 37406-1030**

Phone: **(423) 499-6111** Fax: _____

Email: **Emmanuel.Kirwa@terracon.com**

Client: **Lewis Group Architects, Inc.**

By: _____ Date: _____

Name/Title: **Steph Douthitt /**

Address: **63 North Ocoee Street
Cleveland, TN 37311**

Phone: **(706) 264-1804** Fax: _____

Email: **sdouthitt@lewisgroup.net**



July 31, 2025

Lewis Group Architects, Inc.
63 North Ocoee Street
Cleveland, TN 37311

Attn: Steph Douthitt
P: (706) 264-1804
E: sdouthitt@lewisgroup.net

Re: Proposal for Construction Materials Testing
Marion County Schools - Greenhouse
717 Elm Avenue
South Pittsburg, Tennessee
Terracon Proposal No.: **PE2251150**

Dear Ms. Douthitt,

Terracon appreciates the opportunity to submit this proposal to you for materials testing services on the referenced project. This proposal describes our understanding of the project, discusses the scope of services to be provided and presents applicable fees with a Fee Estimate.

PROJECT INFORMATION

The project site is located at Marion County Highschool in South Pittsburg, Tennessee and is planned for the construction of a new Greenhouse. Based on the project drawings provided to us, we understand that the structure will include shallow foundations, a concrete slab-on grade, and pre-engineered metal framing.

In addition to the information described above, and our experience, the following documents were used in preparing this proposal:

Architectural Plans – prepared by Lewis Group Architects, dated May 28, 2025

Structural Plans – prepared by March Adams and Associates, dated May 28, 2025

Civil Plans – prepared by Allmon Engineering, dated May 28, 2025

If our assumptions or understanding of the project are incorrect, we request the opportunity to review this proposal and modify it accordingly for re-submittal to your attention.



SCOPE OF SERVICES

We recommend that the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed. Our services specifically exclude job site safety responsibility and our services do not relieve any contractor/subcontractor from complying with project specifications.

Soils

Our services during construction may include the following on an as requested basis:

- Verify proper site preparation per the Geotechnical Engineering Report, if one has been performed, prior to fill placement, through subgrade evaluation and observation of proofrolling.
- Observe the site after topsoil has been stripped and existing structures demolished to verify that any objectionable soils and materials have been removed.
- Observe proofrolling of the exposed soils after the stripping/demolition to locate areas that may require undercutting. Areas above final grade will be proofrolled after they are cut to grade, and areas below final grade will be proofrolled prior to fill being placed.
- Perform laboratory proctor and other related laboratory tests on representative fill soils in general accordance with ASTM and per project plans and specifications.
- Perform in-place field density tests per ASTM to verify the percent compaction achieved by the contractor.
- Report soil inspection and testing activities to the appropriate project representatives and contractor and provide test results in a written report.

Foundations

Our services during construction may include the following on an as requested basis:

- Perform tests on shallow/spread foundation soils utilizing a dynamic cone penetrometer (DCP) to evaluate soil bearing pressures in shallow foundations.
- Inspect soils and rock at foundation bearing level to verify that the materials encountered in the foundation excavations are similar to those for which the allowable design bearing pressure was recommended.
- Provide recommendations for unsuitable soils identified in foundation excavations, if applicable.

Reinforcing Steel

Our services during construction may include the following on an as requested basis:

- Verify placement of reinforcing steel, including size, grade, type, location, and spacing.
- Report test results to personnel specified by contract documents.

Concrete Testing

We anticipate the scope of concrete-related sampling and testing to include the items listed below. These items will be provided on as requested basis. We assume a contractor's representative will provide on-site storage container(s) for initial curing of cylinder samples capable of controlling temperatures within the range specified by ASTM C31. We are not responsible for rejection of concrete during placement.

- Sample fresh, plastic concrete in general accordance with ASTM C172 and ASTM C31. Mold 5 standard cylinders for compressive strength testing every 50 cubic yards for each class of concrete placed each day or at the specified frequency.
- Perform a slump test in accordance with ASTM C143 for each set of specimens or more frequently if changes occur in the consistency.
- Perform air content tests on normal weight concrete in accordance with ASTM C172 and C231.
- Measure the concrete and ambient air temperatures in accordance with ASTM C1064.
- Perform unit weight of concrete in accordance with ASTM C138 for each set of specimens.
- Record the amount of water and/or admixtures added on the site.
- Laboratory cure and perform compressive strength testing of cylinders per the contract specifications.
- Report test results to personnel specified by contract documents.

CONSTRUCTION TESTING COORDINATION/OVERSIGHT

Terracon will designate a Project Manager to oversee Terracon's scope of Construction Testing for the project. The Project Manager will review reports of field tests and observations or designate appropriate parties to do so and submit reports to the parties designated in the contract documents.

During construction, Terracon requests to be provided with copies of all current/revised drawings, details, specifications, Requests for Information, reviewed submittals, and any other clarifying or modifying communication that affect our portion of the work.

Reporting & Scheduling

After review by the Terracon Project Manager, final reports will be issued electronically. Laboratory test results are available within 24 hours of test completion and reports can be transmitted the following business day upon request.

Non-compliant tests or observations will be promptly reported to contractor personnel so corrective action can be taken and documented. Pre-designated project team members can be contacted via telephone call, fax or email the day of any uncorrected discrepancy, as requested.

We anticipate our services to be on an as-requested basis. We request our services be scheduled a minimum of two working days in advance and three working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule. All requests for periodic services should be submitted to our direct scheduling phone (423-602-2100) between 8:00am and 5:00pm, Monday through Friday. Messages left on the scheduling line outside of these hours on weekdays or on Saturday, Sunday and Holidays will be received the next business day.

A key management and cost control advantage that Terracon brings to this project is our ***Construction Materials Engineering Laboratory Management System (CMELMS™)***. Some key components of this system include:

- The program automatically tracks all reports and provides immediate availability of test results. A hardcopy can be printed and personally delivered, sent electronically via e-mail, or posted to our Client Document Website that can be updated daily for the storage of all reports and can be accessed only by approved users.
- CMELMS has a built-in deviation log that can be updated with each report to track which deficiencies have been corrected and which ones are still outstanding.
- CMELMS can track and compile the progress of our testing and inspection activities and submit real-time budget reports that can be accessed and printed. The system also has the ability to track "re-tests" and additional testing services in detail so that those charges can be evaluated.

In order to expedite report submittal and reduce the use of paper, we propose to utilize Terracon's Client Document Website on this project at no additional charge to the client. Any designated member of the project team can receive access to Terracon's Client Document Website and can view, download or print our inspection and testing reports as they are uploaded daily. The access to reports can be limited by the report type, for example, the project civil engineer will not have access (and is not notified to the uploading) of structural steel reports. The Client Document Website also allows for the electronic storage of our reports and can be accessed by approved users with an internet connection from anywhere at any time.



COMPENSATION

Terracon will provide the scope of services described on a time and materials (hourly and unit rate) basis. However, the construction schedule, weather conditions, efficiency of scheduling by site personnel, construction workmanship, etc. will determine the actual cost of our services. Based on the above scope, information provided, and noted assumptions; we **estimate** the cost for testing to be **\$7,905.00** for the proposed services on this project, as itemized in the attached Fee Estimate.

Please note that if additional scopes of work are requested or if additional site visits are requested beyond those anticipated we will discuss with you at that time and may need to increase the Project Budget. Also, labor and expense charges associated with re-inspections/re-testing and contractor or weather-related standby/delay time is not included and will be described as such in reports and/or invoicing for your information. We will advise you if these situations occur.

The billing for our services will be directed to your attention on a monthly basis. Actual fees for services provided will accrue in accordance with the attached unit and hourly rates.

Personnel

Engineering Technician	\$75/hour
Clerical	\$70/hour
Project Manager	\$140/hour
Senior Engineer/APR.....	\$175/hour

Note: Travel made for performance of testing, inspection and consulting services are charged portal-to-portal in 1-hour increments from our Chattanooga office. Technician time will be charged at a 4-hour minimum for each day's site visit (unless noted otherwise). An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 6:00 AM and after 8:00 PM, as well as for services provided on Saturday. An overtime premium of 2.0 times the hourly rate will apply for services provided Sunday and Terracon recognized Holidays.

Laboratory Testing/Equipment/Supplies/Travel

Concrete Cylinder (Terracon Cast)	\$20/each
Concrete Cylinder (Contractor Cast)	\$25/each
Equipment Fee	\$50/day
Trip Charge	\$70/trip



This proposal may be accepted by executing the attached Agreement for Services (Agreement) and returning these documents via email (joseph.hitchcock@terracon.com) or fax (423) 499-8099. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the listed proposal date.

Again, we greatly appreciate the opportunity to provide this proposal for our services during construction. If you have any questions, please do not hesitate to contact us.
Sincerely,

Terracon

Joseph Hitchcock

Joseph Hitchcock, P.E.
Senior Staff Engineer

A handwritten signature in black ink, appearing to read 'Emmanuel Kirwa', written over a horizontal line.

Emmanuel Kirwa, P.M.P.
Group Manager / Senior Project Manager

Attachments: Project Distribution List, Fee Estimate, Agreement for Services

Project Distribution List

1. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____
2. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____
3. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____
4. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____
5. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____
6. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____
7. Contact Name: _____
Company Name: _____
Company Address: _____
Contact Phone: (____) ____ - _____ Contact Fax: (____) ____ - _____
Contact Cell: (____) ____ - _____ Contact Email: _____

Fee Estimate Materials Services Marion County Schools - Greenhouse Terracon Proposal No. PE2251150						
DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Materials Testing						\$ 5,525.00
Concrete						\$ 3,415.00
Slab-on-grade						\$ 820.00
Engineering Technician	\$ 75.00	8	hours	1	8 \$	600.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 20.00	5	tests	1	5 \$	100.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Equipment Fee	\$ 50.00	1	days	1	1 \$	50.00
Foundations						\$ 820.00
Engineering Technician	\$ 75.00	8	hours	1	8 \$	600.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 20.00	5	tests	1	5 \$	100.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Equipment Fee	\$ 50.00	1	days	1	1 \$	50.00
Site Work						\$ 820.00
Engineering Technician	\$ 75.00	8	hours	1	8 \$	600.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 20.00	5	tests	1	5 \$	100.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Equipment Fee	\$ 50.00	1	days	1	1 \$	50.00
Reinforcing Steel						\$ 70.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Sample Pick-Ups						\$ 885.00
Engineering Technician	\$ 75.00	3	hours	3	9 \$	675.00
Trip Charge	\$ 70.00	1	trips	3	3 \$	210.00
Soils						\$ 2,110.00
Proofroll Observations						\$ 520.00
Engineering Technician	\$ 75.00	6	hours	1	6 \$	450.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Field Density Tests						\$ 1,020.00
Engineering Technician	\$ 75.00	6	hours	1	6 \$	450.00
Standard Proctor (ASTM D698)	\$ 200.00	1	tests	1	1 \$	200.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	\$ 125.00	1	tests	1	1 \$	125.00
Sieve Analysis (Unwashed) (ASTM D6913)	\$ 125.00	1	tests	1	1 \$	125.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Equipment Fee	\$ 50.00	1	days	1	1 \$	50.00
Foundations						\$ 570.00
Engineering Technician	\$ 75.00	6	hours	1	6 \$	450.00
Trip Charge	\$ 70.00	1	trips	1	1 \$	70.00
Equipment Fee	\$ 50.00	1	days	1	1 \$	50.00
Administrative Support						\$ 2,380.00
Clerical	\$ 70.00	8	hours	1	8 \$	560.00
Project Manager	\$ 140.00	8	hours	1	8 \$	1,120.00
Senior Engineer/APR	\$ 175.00	4	hours	1	4 \$	700.00
Total						\$ 7,905.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lewis Group Architects, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Marion County Schools - Greenhouse project ("Project"), as described in Consultant's Proposal dated 07/30/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Tennessee law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **7/31/2025**

Name/Title: **Emmanuel C. Kirwa, P.M.P. / Materials Sr. Project Manager / Group Manager**

Address: **51 Lost Mound Dr, Ste 135
Chattanooga, TN 37406-1030**

Phone: **(423) 499-6111** Fax:

Email: **Emmanuel.Kirwa@terracon.com**

Client: **Lewis Group Architects, Inc.**

By: _____ Date: _____

Name/Title: **Steph Douthitt /**

Address: **63 North Ocoee Street
Cleveland, TN 37311**

Phone: **(706) 264-1804** Fax: _____

Email: **sdouthitt@lewisgroup.net**

Subject: REQUEST

From: Teena Casseday <tcasseday@mctns.net>

To: Ruby Ledford <rbyledford@mctns.net>

Date: Monday, 08/11/2025 12:39 PM

Requesting Board Approval:

Travis Griffith - non-faculty volunteer coach - football

Tony Goforth- non-faculty volunteer coach - football

Non-Fac. Vol.