



November 11, 2024

Honorable Eddie Noeman, Mayor
Town of Mason
12157 Main Street
Mason, TN 38049

Dear Mayor Noeman:

Subject: Proposal for Engineering Services
DRA Emergency Grant for Water Treatment Plant Improvements
CEC Project 344-674

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide the Town of Mason with this proposal for Water Treatment Plant Improvements funded by the Delta Regional Authority (DRA). The work is described in a Preliminary Engineering Report (PER) prepared by CEC that was included in the Application to DRA and is attached to this Proposal. The fees proposed herein correspond to the fees outlined in the PER. Engineering and Construction services associated with this project are funded with a \$1.2 million grant. It is not anticipated that a local funding component will be necessary to complete the project.

1.0 SCOPE OF SERVICES

CEC proposes to provide the following engineering services to support the Town's Water Treatment Plant Improvements Project.

1.1 Design

The deliverables for the design phase include preparing and furnishing Construction Documents consisting of Engineering Plans, Specifications, Contract Documents, and Design Calculations to TDEC Division of Water and Delta Regional Authority for their approval of the project.

- a. Specific design components necessary to provide deliverables include:
 - Development of minimum acceptable criteria for specific equipment associated with the project including induced draft aerator, filter influent pumps, filter media change out, and instrumentation and controls.

- Development of Plan and Section drawings to convey construction requirements for erecting the poured-in-place oxidizing basin and depicting equipment layout including piping connections and routing.
 - Addition of NaOCl injection into oxidizing basin to assist the aerator in oxidizing iron.
 - Systems integration development including:
 - Status of Wells 1, 2 and 3
 - Status of Aerator Blower
 - Water Level in Oxidizing Basin
 - Status of Filter Influent Pumps 1 and 2
 - Water Level in Clearwell
 - Status of High Service Pumps
 - Status of NaOCl Pump 1 and 2
 - Status of NaOH Pump 1 and 2
 - Status of Generator
 - Water Level in Plant Tank
 - Human Machine Interface (HMI) development to include future remote locations
 - i. Status of Hwy 59 Pump Station
 - ii. Water Level in Hill Street Tank and control “start/stop” for Hwy 59 Pump Station.
 - Electrical power design for the induced draft aerator, NaOCl mixer, and filter influent pump additions.
 - Electrical power/control wiring design for instrumentation and control improvements.
 - CEC will prepare Contract Documents using Engineers Joint Contract Documents Committee (EJCDC) documents. The bid is anticipated to be a “Lump Sum” bid with a 5 percent contingency.
 - CEC will provide technical specifications for establishing design standards for materials and equipment.
 - Submission of Construction Documents and required calculations to TDEC for review and consideration. CEC has budgeted to respond to one set of comments from TDEC.
 - Submission of Construction Documents to Delta Regional Authority (DRA) for review, consideration and request to solicit construction bids.
- b. CEC’s design services will be supported through assistance from a surveying sub-consultant and a geotechnical engineering sub-consultant.
- The surveying scope of work shall include providing a topographic survey of the existing water treatment plant and the area identified for the oxidizing basin. Included in the survey is: FFE of existing buildings, top of wall and floor elevations of basins, well locations and foundation elevation, top of footer elevations of on-site water tank, location of fence corners, on-site manholes,

property information, and locate existing water lines if 811 or the town can mark. The survey shall be prepared under the direction of a registered land surveyor.

- The geotechnical engineering scope of work shall include performing two on-site borings approximately 20 feet each at the location for the oxidizing basin, laboratory testing including soil moisture content and Atterberg Limits, foundation capacity and design recommendations, and seismic zone classification. The geotechnical engineer shall provide the information in a report prepared by a licensed geotechnical engineer.
- c. CEC will communicate project details and provide updates, as appropriate, to Mid-South Development District, the grant administrator.

1.2 Bidding Phase Services

The project will enter into the Bidding Phase upon the Town's acceptance of the Construction Documents and approval from TDEC and DRA. CEC will assist the Town of Mason with the following:

- Advertising for and obtaining Bids for the project. CEC will request the Affidavit of Publication be submitted to CEC and the invoice from the publisher sent to the Town.
- Issuing bidding documents and managing distribution records.
- Prepare and issue Addenda as appropriate.
- Attend the public bid opening, prepare bid tabulation, and provide a recommendation regarding award of the contract. Present the recommendation at the Town's regularly scheduled monthly meeting of Board of Alderman.

1.3 Engineering Support During Construction

CEC will serve in the role of Engineer during construction to support the Town of Mason. CEC's role includes:

- Conduct a Pre-Construction Conference with the Town and the successful Bidder at which time the Bidder's designation will change from Bidder to Contractor. A summary of the Meeting will be prepared and issued to all participants.
- Periodic site and construction observation visits (approximately one each month).
- Review of shop drawing submissions.
- Respond in writing to questions from the Town or the Contractor if clarifications, interpretation, or information is needed relating to design intent.
- Review requests from Contractor for possible scope change and make appropriate recommendation to the Town.

- Review periodic progress payments. Based on CEC’s observations of construction progress, CEC will furnish a recommendation of payment to the Town to pay Contractor as construction progresses.
- CEC will conduct a Substantial Completion review when Contractor requests the review and only after the Town is receiving beneficial use of the facilities constructed. CEC will prepare and issue a Substantial Completion Certificate and will include outstanding items excluded from the certificate. CEC will request Contractor’s release of liens and consent of surety for final payment.
- CEC will conduct a final visit to the Project to determine if all the outstanding items have been satisfactorily addressed so that Engineer may recommend, in writing, final payment to Contractor. CEC will provide a notice to the Contractor of the 12-month warranty period.
- The Contractor will be required to maintain a set of drawings depicting changes from the original plans that have occurred during construction. CEC will revise the original drawings based on information provided by the Contractor to create a set of record drawings for the Town.

2.0 SCHEDULE

CEC can begin the Water Treatment Plant design project within four weeks of receiving notice to proceed and anticipates it will take six months to complete the design. CEC has allowed three months for Bidding Phase services and eight months for Construction.

3.0 PROJECT COST AND TERMS AND CONDITIONS

Based on the information provided in the proposed scope of services, CEC proposes to perform the work for an estimated lump sum fee of **\$165,000**.

Values for the four tasks are summarized below:

1. Site Topographic Survey	\$ 6,500
2. Geotechnical Investigation	\$ 6,500
3. Design Phase	\$ 95,000
4. Bidding Phase	\$ 9,000
5. Support During Construction	<u>\$ 48,000</u>
Total Project	\$165,000

Our Schedule of Terms and Conditions, which apply to the proposed work, is included as Attachment A. Any changes to our Terms and Conditions must be agreed to in writing by both

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parties prior to authorization to proceed. Your written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

4.0 CLOSING

CEC appreciates the opportunity to present this proposal to the you. We are excited to be a part of the Town of Mason's continued growth and improvements. Please call Ricky Oakley at 615-440-7961 if you have any questions about this proposal.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Stacey Cox, P.E.
Project Manager



Ricky Oakley, P.E.
Principal

Enclosures: Terms and Conditions
Preliminary Engineering Report

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:
PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #2272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):



Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS