



May 16, 2025

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

Dear Mayor Noeman:

Subject: Proposal for Engineering Services
TECD Infrastructure Planning Grant for Water & Sewer Improvements
CEC Project 345-426

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide the Town of Mason with this proposal for engineering services to assist with water and sewer improvements through a \$305,000 Infrastructure Planning Grant funded by the Tennessee Department of Economic and Community Development (TECD). The work is described in a Technical Report prepared by CEC that was included in the Application for the Grant. The Technical Report is attached to this Proposal. The fees proposed herein correspond to the fees outlined in the report.

1.0 SCOPE OF SERVICES

A summary of services CEC proposes to provide to support the Town's Infrastructure Planning Grant (IPG) is shown below:

Proposed Engineering Work funded by IPG	Engineering Budget
City Policy Development	
1. Develop TDEC-compliant Water and Sewer Standards.	\$30,000
2. Develop Water and Sewer Letter of Availability Procedures	\$25,000
3. Develop a Long-Term Capital Improvements Plan (Water and Sewer)	\$10,000
4. Complete a Cost of Service Study	\$40,000
5. Develop Capacity or Impact Fee Schedule	\$25,000
6. Update Sewer Use Ordinance	\$15,000
Subtotal	\$145,000
Improve Asset Management Plan	
7. Development and Bidding of SCADA/Telemetry Additions in Water and Sewer System (Budget in the Grant for the selected Vendor to Furnish and Install equipment is \$130,000 which is not part of CEC's Contract)	\$ 30,000
Total Engineering Budget	\$175,000

The sub-paragraphs that follow provide more specific detail regarding the items of work identified in the summary.

1.1 Development of City Water and Sewer Policy's and Standards as described herein.

1. Create technical specifications for the Town's Water Distribution System. The document will include:
 - a. Project development procedures and design criteria
 - b. General information and construction requirements
 - c. Products and materials specifications
 - d. Trench excavation and backfill requirements
 - e. Pavement and sidewalk repair and replacement
 - f. Execution / Installation of water lines and appurtenances
 - g. Testing and Disinfection Procedures
 - h. Warranty and Obligations
2. Create Standard Water Distribution System Details for construction/installation of products and materials specified.
3. Create technical specifications for the Town's Sewer Collection System. The document will include:
 - a. Project development procedures and design criteria
 - b. General information and construction requirements
 - c. Products and materials specifications
 - d. Trench excavation and backfill requirements
 - e. Pavement and sidewalk repair and replacement
 - f. Execution / Installation of sanitary sewer lines force mains, manholes, and other sewer appurtenances
 - g. Testing procedures for sanitary sewer lines, force mains, and manholes
 - h. Warranty and Obligations
4. Create Standard Sewer Collection System Details for construction/installation of products and materials specified.

1.2 Develop Water and Sewer Letter of Availability Procedures including off-site improvements to avoid adversely impacting service to existing customers. It is anticipated the final work product will be available for inclusion on the Town's website for developers and their engineers to use as a criteria for project development.

1.3 Develop a Long-Term Capital Improvements Plan (CIP) for water and sewer improvements. The CIP will serve as a Master Plan with priority needs ranked according to urgency, affordability, and sustainability. The CIP will include a timeline for proposed improvements that will consider the condition and criticality of the infrastructure as well as the potential flow and load increases from an influx of population and development that may occur from Blue Oval City.

1.4 Develop a Cost of Service Study (COSS) for water and sewer based on existing operations and projecting future cash flow needs. The COSS will determine the Unit Cost for Water and the Unit Cost for Sewer based on expenses of operation. If expenses are underfunded, they will be

noted and a revised Unit Cost will be provided. Additionally, a projected Unit Cost will be developed from the projects identified in the Capital Improvements Plan.

- 1.5 Projecting future capital project costs from the CIP, CEC will help the Town implement Capacity Fees and Impact Fees as a means of recognizing that certain costs in the water and sewer systems are a result of providing service for the new development. Any policy and procedure guidance should be reviewed and confirmed by Ordinance under the guidance of the Town's Attorney. Prior to implementation, it shall be reviewed by the State Comptroller's Office.
- 1.6 Review and provide guidance regarding the Town's Sewer Use Ordinance. Provide Fats, Oils and Grease Guidance, and Pretreatment Guidance. This shall be reviewed by the Town's Attorney. Any revisions shall be in the form of an update to the existing Ordinance.
- 1.7 Provide the communication and control logic for Supervisory Control and Data Acquisition (SCADA) Improvements within the water distribution and sewer collection systems with an Integration Vendor to be specified within a Procurement of Goods and Services contract. The Goods and Services contract shall include furnishing and installing seven (7) cellular based Remote Terminal Units (RTUs) to transmit information described below to the Town's Main Terminal Unit – currently being designed in the Town's Water Treatment Plant Improvements project.
 1. The general logic for the RTUs is:
 - a. Hill Street Water Tank
 - i. Send operation signal to Hwy 59 Water Pumping Station
 - ii. Indication of water level in the Hill Street Tank
 - iii. Assumption is a Pressure Transmitter exists at the tank site
 - b. Hwy 59 Water Pumping Station
 - i. Control received from Hill Street Tank
 - ii. Status of Operation
 - c. Sewer – Indication/Status of 5 Pumping Stations
 2. Electrical control and power design for 7 cellular based Remote Terminal Units (RTUs).
 3. Prepare bidding documents using Engineers Joint Contract Documents Committee (EJCDC P-900 Series) documents for the Procurement of Goods and Services.
 4. CEC will provide technical specifications for establishing design standards for materials and equipment.
 5. Submission of Procurement Documents to TDEC for review and consideration. CEC has budgeted to respond to one set of comments from TDEC.
 6. Submission of Procurement Documents to Economic and Community Development (ECD) for review and consideration, and to request approval to solicit bids.
- 1.8 Bidding Phase Services

The SCADA improvements project will enter the Bidding Phase upon the Town's acceptance of the Procurement Documents and approval from TDEC and ECD. CEC will assist the Town of Mason with the following:

1. Advertising for and requesting 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.
2. Issuing bidding documents and managing distribution records.
3. Preparing and issuing Addenda as appropriate.
4. Attending the bid opening, preparing bid tabulation, and providing a recommendation regarding award of the contract. Presenting the recommendation at the Town's regularly scheduled monthly meeting of Board of Alderman.

- 1.9 Engineering services during installation and start-up of the Telemetry Equipment is not part of the services included in the grant project. It can be provided if the Town decides, at a later date, it may be necessary.

2.0 SCHEDULE

CEC can begin providing the engineering services identified in the scope within 6 weeks of receipt of a notice to proceed from the Town. CEC has allowed three months for development of procurement documents and three months for Bidding Phase services for the SCADA Equipment.

CEC anticipates the City Development Policy to take 18 months to finalize. This process will include up to six meetings with the Town leadership staff, including the Public Works Department, and the Finance Department. Three meetings will focus on development of the project's technical aspects and three meetings will focus on development of the project's financial aspects. The Development Policy schedule will run concurrently with the SCADA.

Final documents will be provided to the Town with recommendations to the Board for approval and implementation. This work will be performed concurrent with the SCADA development. This proposal estimates the Town will receive beneficial use of the SCADA equipment within 18 months of execution.

3.0 PROJECT COST AND TERMS AND CONDITIONS

CEC proposes to perform the work for an estimated lump sum fee of **\$175,000** based on the detail described in Section 1.0.

CEC's Schedule of Terms and Conditions, which governs the proposed work, is attached. CEC's proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust, or withdraw this proposal if not accepted by the Town of Mason within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to the attached Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of the Town of Mason.

4.0 CLOSING

CEC appreciates the opportunity to present this proposal to the Town. We believe the work products delivered from this grant will help the Town's future growth be controlled by policy and procedures

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controlled by the Town. 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

CEC Project 345-426, dated May 16, 2025
ACCEPTED BY: Town of Mason

Signature: _____ Date: _____

Name: _____ Title: _____

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