

March 24, 2022

Ms. Beth Reardon, City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

Dear Ms. Reardon:

Subject: Proposal for Professional Services
Fiscal Year 2022/2023 Stormwater Improvements
City of Belle Meade
CEC Project 322-084

1.0 BACKGROUND & PURPOSE

February 1, 2022, CEC participated in a meeting at City Hall to discuss current stormwater and sanitary infrastructure improvement needs. On February 24, 2022, a Stormwater Public Meeting was held at City of Belle Meade City Hall. Stormwater runoff issues at Walnut Drive and the Lynnwood Terrace, Lynnwood Boulevard, and Lynnwood Lane intersection were raised by meeting participants, and these were the same two issues that had been deemed stormwater infrastructure priorities at the February 1st meeting. This proposal is based upon those meetings and subsequent conversations with Larry Smith, Public Works Director and Haley Dale, City of Belle Meade Commissioner.

2.0 ASSUMPTIONS

The purpose of this proposal is to provide design, bid documents and construction administration for two stormwater management infrastructure improvement projects in the City of Belle Meade:

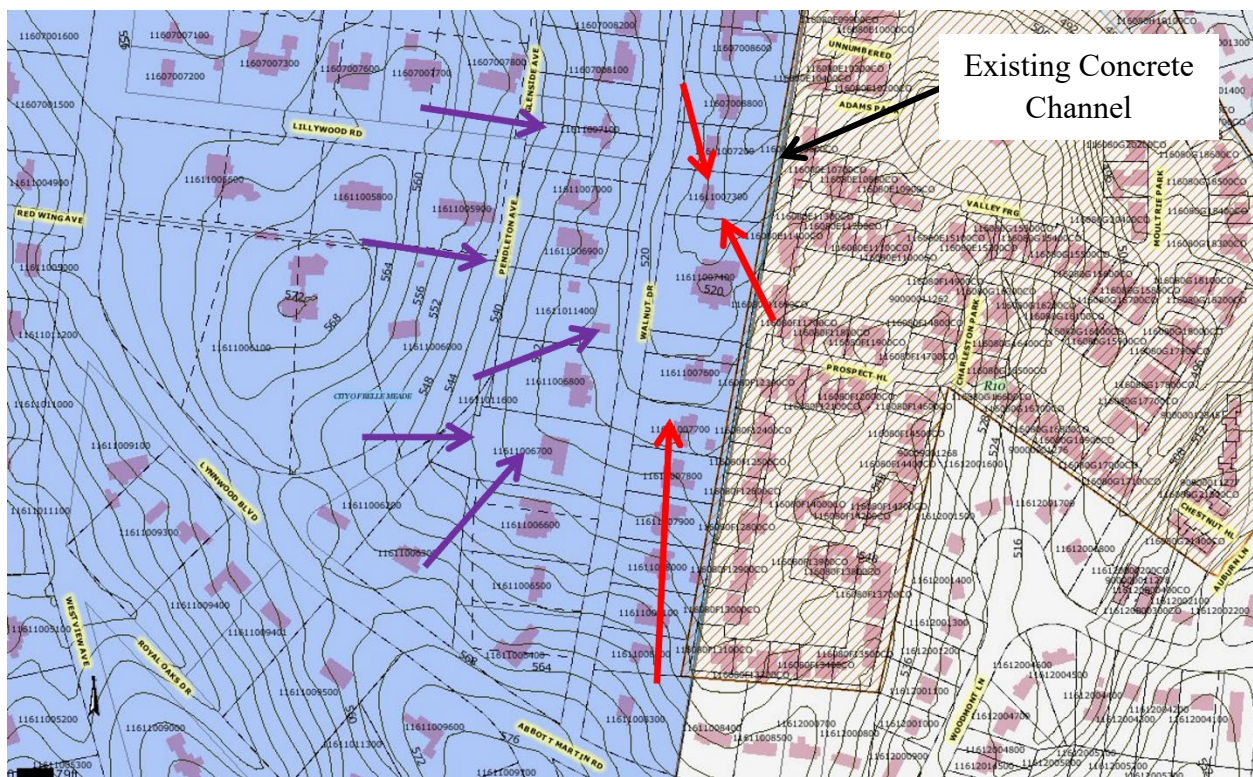
- The Belle Meade Together Master Plan will be used for guidance on potentially providing multiple uses on both stormwater infrastructure projects (i.e., branding, traffic calming, and aesthetics).
- Conceptual work that was performed by CEC in 2013/2014 for Walnut Drive stormwater management will be used.
- Easement document preparation is not included but can be added to scope if requested.
- As-built surveys are not included.
- Bid documents will be distributed electronically. Cost for printing bid documents is not included.
- For the construction observation tasks, CEC will be present on site at key points during construction as requested by the Public Works Director instead of being present each day. Therefore, a certain number of days has been included based on previous experience working with the Public Works Director.

- No ecological assessment including jurisdictional determinations will be performed nor is Aquatic Resource Alteration Permitting (ARAP) or Corps of Engineer's permitting included.

3.0 SCOPE OF WORK

3.1 Walnut Drive

A watershed approximating 20-25 acres drains across Walnut Drive which has little stormwater infrastructure in the right-of-way except at the cul-de-sac. Some of the flow drains across yards, which lack side yard swales, and the watershed discharges through residence's yards to a bottomless catch basin, which must surcharge to discharge stormwater to the concrete channel on the western edge of the Sugartree Development along the corporate boundary between Belle Meade and Nashville (see image below). In order to provide a feasible plan and define a project to improve stormwater management along this road, CEC will perform the following tasks:



3.1.1 *Task 0001 – Survey*

CEC proposes to provide a Route Topographic Survey from the intersection of Walnut Drive & Abbott Martin Road, northerly 1,800 linear feet along Walnut Drive to its end; from the intersection of Abbott Martin Road and Lynnwood Blvd., 400 linear feet easterly along Abbott Martin Road; from the intersection of Abbott Martin Road and Lynnwood Blvd., 175 linear feet

to the south and 300 linear feet to the west along Lynnwood Blvd. Within the limits of the topographic survey, CEC will collect sufficient data to create a digital terrain model of the existing ground surface at 1-foot contour intervals, along with locating visible and/or marked utilities and existing site improvements. Top of casting, invert elevations, pipe size, and pipe material of the storm along with sanitary sewer structures will be obtained, if accessible and/or visible, within the survey area. Individual larger stand-alone trees will be located. CEC survey technicians can identify tree species to the best of their abilities. However, CEC assumes that the Client understands our technicians are not trained in dendrology. Trees within wooded or brush areas will not be located and an edge of brush line will be obtained. The perimeter of landscaped areas will be located.

Other Task 0001 items:

1. An offsite drain in the neighboring Sugartree development will be located.
2. Approximately 500 linear feet of a concrete channel (width 50 feet, 25 feet each side of the centerline of channel or to the fencing of adjacent properties backyard).

Utilities will be shown according to surface observations combined with plans and markings provided by calling TN811 (underground utility notification center for Tennessee). It is CEC's experience that TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

CEC will utilize the current deeds and/or plats of record, existing property, and right-of-way (ROW) monumentation, and field evidence of occupation within the limits of survey to establish the approximate ROW and property sidelines for an estimated 38 parcels along the proposed drainage project limits. CEC assumes there will be sufficient monumentation and evidence found during the performance of the field portion of the survey to adequately define the ROW and property sidelines. Property owner information will be shown per the current tax records available on-line. A General Property Survey as defined by T.C.A. 0820-03-.07 is not included as part of this proposal.

CEC will utilize survey field technicians equipped with GPS and Robotics Total Station surveying instruments under the supervision of a Registered Land Surveyor. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18) in U.S. Feet. CEC will create a final project drawing in AutoCAD (*.dwg) format for use in design.

It is understood that the City of Belle Meade hereby grants CEC or represents and warrants (if the site is not owned by the City of Belle Meade) that permission has been duly granted for a Right-

of-Entry by our firm, agents, staff, consultants and subcontractors for the purpose of obtaining field information pertinent to the subject project.

Deliverable: Survey information collected in this task will be used in the Existing Conditions sheet in the project plans.

3.1.2 Task 0002 – Preliminary Plan Development

CEC will utilize field topographic survey in conjunction with State of Tennessee LiDAR information as well as previous analysis to determine a feasible, recommended project to address the stormwater concerns along Walnut Drive. CEC will consider several factors in the analysis including disruption of street access, stormwater detention/quality benefits, life-cycle cost, and construction cost; however, the primary objective will be to reduce localized flooding through effective stormwater management. CEC will utilize the guidance of the Belle Meade Together Master Plan to evaluate the benefits of providing an entranceway to the City at the intersection of Abbott Martin Road and Walnut Drive that could also help to reduce stormwater runoff. CEC has included two meetings with the City of Belle Meade to discuss the proposed solutions for Walnut Drive.

CEC anticipates the project at this location will consist of the following elements:

- Underground detention pipe(s) or chamber(s) within the right-of-way of Walnut Drive.
- Associated roadway infrastructure improvements (i.e. roadside swales and driveway culverts or curb and gutter with storm sewer) to direct runoff from the west and south into the underground system.
- A discharge from the underground system through yard(s) on the east side of Walnut Drive (would require drainage easement) or to the north to tie into the existing stormwater infrastructure located at the cul-de-sac.
- A conveyance for stormwater from Lillywood Drive.
- Replacement of asphalt at Lynnwood Boulevard/Abbott Martin Road/Walnut Drive with permeable pavers to reduce runoff which will have the added benefit of defining an entrance to the City as envisioned in Belle Meade Together.

Deliverables: Preliminary Project Plans and supporting narrative and opinion of probable construction cost range appropriate for a conceptual stage of design.

3.1.3 Task 0003 – Final Plan Development & Permitting

This task will further develop the preliminary project plans. CEC will perform the following tasks:

- Finalize a set of project plans. The plan set is expected to included:
 - Cover sheet
 - General and special notes
 - Existing conditions
 - Site demolition plan

- Site layout plan
 - Grading and drainage plan
 - Signage and striping plan
 - Traffic control plan
 - Civil details
 - Erosion and sediment control plans
- Most of the technical specifications are anticipated to be included in the plan sheets.
- Coordinate with utilities and address their comments in the design.
- Prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit the Notice of Intent (NOI) for coverage under the Tennessee Construction General Permit for Stormwater Associated with Construction Activity (CGP), if the total land disturbance will exceed one acre. CEC assumes the City will pay the permit application fee required for this submittal.
- If stormwater infrastructure is needed beyond the ROW on Walnut Drive, a permanent drainage easement will need to be granted to the City per the Belle Meade Level of Service and Maintenance Policies document, dated June 2011, and CEC can provide a change order to prepare the easement documents.
- A meeting will be held with the City of Belle Meade to collaborate and obtain feedback prior to completing the final plans.
- Prepare a supporting hydrology and hydraulic report.

Deliverable: Final Plans/Construction Drawings, Engineers Opinion of Probable Construction Costs, Stormwater Design Report, and completed applications for required permits.

3.1.4 Task 0004 – Bid Documents & Specifications

CEC will perform the following tasks:

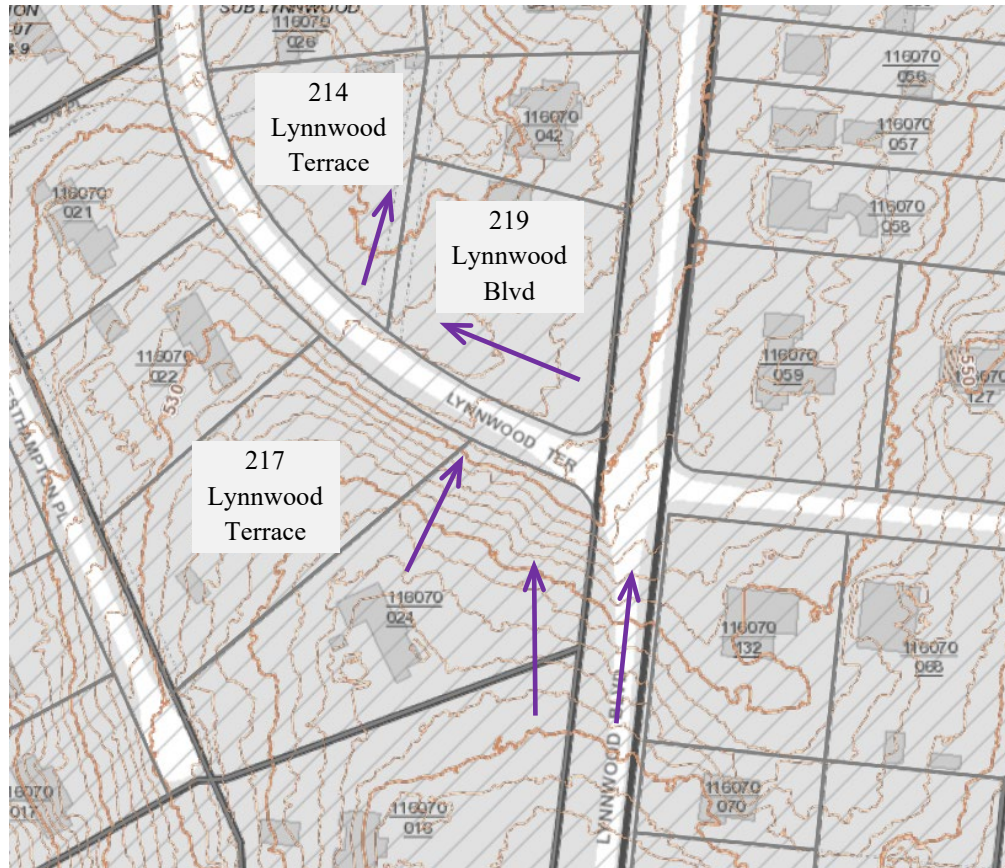
- Prepare bid documents. CEC assumes the City will administer the bid.
- Answer questions regarding the bid.
- Review bids received, prepare a bid tabulation, prepare an award recommendation letter, and coordinate contract.
- Conduct a pre-bid meeting at City Hall.
- Conduct a pre-construction meeting with the successful bidder.

3.1.5 Task 0005 – Construction Observation/Administrative Assistance

Seven days of construction oversight services have been included for budgeting purposes. In the past, the Public Works Director has performed oversight services as part of his workload, and CEC has been requested on sight at key points rather than being present each day. However, since the final design is not yet known, CEC is proposing this construction observation budget as a placeholder. Should the design require additional days of construction observation, CEC will provide a change order to the City for review.

3.2 Intersection of Lynnwood Boulevard, Lynnwood Terrace, and Lynnwood Lane

Currently, stormwater flows from the yards along the west side of Lynnwood Boulevard and across Lynnwood Terrace. There are currently three stormwater inlets in the immediate vicinity of 217 Lynnwood Terrace located within the ROW where flow continues north. The flow concentrates along the front yard of 219 Lynnwood Boulevard and flows across the side yard of 214 Lynnwood Terrace into the back yard (see image below).



3.1.6 Task 0006 – Survey

CEC proposes to provide a Route Topographic Survey from the intersection of Lynnwood Terrace, Lynnwood Blvd., & Lynnwood Lane, 800 linear feet westerly along Lynnwood Terrace, 275 linear north and south along Lynnwood Blvd., and 250 easterly along Lynnwood Lane. The width of the survey will be 10 feet outside of the existing right-of-way of each roadway.

Utilities will be shown according to surface observations combined with plans and markings provided by calling TN811 (underground utility notification center for Tennessee). It is CEC's experience that TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or

abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

CEC will utilize the current deeds and/or plats of record, existing property, and right-of-way (ROW) monumentation, and field evidence of occupation within the limits of survey to establish the approximate ROW and property sidelines for an estimated 11 parcels along the proposed drainage project limits. CEC assumes there will be sufficient monumentation and evidence found during the performance of the field portion of the survey to adequately define the ROW and property sidelines. Property owner information will be shown per the current tax records available on-line. A General Property Survey as defined by T.C.A. 0820-03-.07 is not included as part of this proposal.

CEC will utilize survey field technicians equipped with GPS and Robotics Total Station surveying instruments under the supervision of a Registered Land Surveyor. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 18) in U.S. Feet. CEC will create a final project drawing in AutoCAD (*.dwg) format for use in design.

It is understood that the City of Belle Meade hereby grants CEC or represents and warrants (if the site is not owned by the City of Belle Meade) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors for the purpose of obtaining field information pertinent to the subject project.

Deliverable: Survey information collected in this task will be used in the Existing Conditions sheet in the project plans.

3.1.7 Task 0007 – Preliminary Project Plan Development

CEC will utilize field topographic survey in conjunction with State of Tennessee LiDAR information as well as previous analysis to determine a feasible, recommended project to address the stormwater concerns at the intersection of Lynwood Boulevard, Lynnwood Terrace, and Lynnwood Lane. CEC will consider several factors in the analysis including disruption of street access, stormwater detention/quality benefits, life cycle cost, traffic calming, and construction cost; however, the primary objective will be to keep more stormwater runoff in the right-of-way through extending and improving the current storm sewer collection system and reducing runoff from the intersection. CEC will utilize the guidance of the Belle Meade Together Master Plan to evaluate the benefits of providing an entranceway to the City at this intersection. CEC has included two meetings with the City of Belle Meade to discuss the proposed solutions for the intersection of Lynnwood Boulevard, Lynnwood Terrace, and Lynnwood Lane and review the preliminary project plan set for the project.

CEC anticipates the project at this location will consist of the following elements:

- Additional catch basins and storm sewer pipe to capture runoff along Lynnwood Terrace and tie into the existing storm sewer system located west of the intersection. CEC will evaluate the capacity of the existing system as part of the plan development and specify necessary improvements to the existing system.
- Replacing the asphalt at the intersection with permeable pavers to reduce runoff which will have the added benefit of defining an entrance to the City as envisioned in Belle Meade Together.

Deliverables: Preliminary Project Plans and supporting narrative, opinion of probable construction cost range appropriate for a conceptual stage of design.

3.1.8 Task 0008 – Final Plan Development & Permitting

This task will further develop the Preliminary Project Plans. CEC will perform the following tasks:

- Finalize a set of project plans. The plan set is expected to include:
 - Cover sheet
 - General and special notes
 - Existing conditions
 - Site demolition plan
 - Site layout plan
 - Grading and drainage plan
 - Signage and striping plan
 - Traffic control plan
 - Civil details
 - Erosion and sediment control plans
- Most of the technical specifications are anticipated to be included in the plan sheets.
- Coordinate with utilities and address their comments in the design.
- Prepare a Stormwater Pollution Prevention Plan (SWPPP) and submit the Notice of Intent (NOI) for coverage under the Tennessee Construction General Permit for Stormwater Associated with Construction Activity (CGP), if the total land disturbance will exceed one acre. CEC assumes the City will pay the permit application fee required for this submittal.
- A meeting to review the plans will be held with the City of Belle Meade to collaborate and obtain feedback prior to completing the final plans.
- Prepare a supporting hydrology and hydraulic report.

Deliverable: Final Plans/Construction Drawings, Engineers Opinion of Probable Construction Costs, Stormwater Design Report, and completed applications for required permits.

3.1.9 Task 0009 – Bid Documents & Specifications

CEC will perform the following tasks:

- Prepare bid documents. CEC assumes the City will administer the bid.
- Answer questions regarding the bid.
- Review bids received, prepare a bid tabulation, prepare an award recommendation letter, and coordinate contract.
- Conduct a pre-bid meeting at City Hall.
- Conduct a pre-construction meeting with the successful bidder.

3.1.10 Task 0010 – Construction Observation/Administrative Assistance

Five days of construction oversight services have been included for budgeting purposes. In the past, the Public Works Director has performed oversight services as part of his workload, and CEC has been requested on sight at key points rather than being present each day. However, since the final design is not yet known, CEC is proposing this construction observation budget as a placeholder. Should the design require additional days of construction observation, CEC will provide a change order to the City for review.

4.0 COST ESTIMATE AND SCHEDULE

CEC proposes the following estimated labor cost arrangement:

Task	Estimated Cost
Walnut Drive	
Task 0001 – Survey	\$21,000
Task 0002 – Preliminary Plan Development	\$15,500
Task 0003 – Final Plan Development & Permitting	\$16,000
Task 0004 – Bid Documents & Specifications	\$5,000
Task 0005 – Construction Observation/Administrative Assistance	\$6,500
Subtotal:	\$64,000
Intersection of Lynnwood Boulevard, Lynnwood Terrace, and Lynnwood Lane	
Task 0006 – Survey	\$12,500
Task 0007 – Preliminary Plan Development	\$12,500
Task 0008 – Final Plan Development & Permitting	\$11,800
Task 0009 – Bid Documents & Specifications	\$5,000
Task 0010 – Construction Observation/Administrative Assistance	\$4,800
Subtotal:	\$46,600

CEC proposes to invoice the project on a Time and Materials basis in accordance with the rates indicated on the attached Fee Schedule. Should any additional work for the project beyond the scope of this proposal be required, CEC will discuss with the City the cost of such work prior to any work being performed. This additional work, if required, and based upon approval from the City, will be billed according to the attached fee schedule.

CEC is prepared to begin work within two weeks of the City's authorization to proceed. CEC expects to have the survey task completed within four weeks of notice to proceed, and the feasibility tasks' first meeting with the City within six weeks of the survey completion. CEC will work with the City to develop a project schedule commensurate with the recommended project approaches after completion of the feasibility tasks.

In light of the ARPA funding eligibility requirements, CEC will work with the City to perform part of the Preliminary Project Plans preparation and cost estimating by the April 30, 2022 deadline to support the City's reporting.

CEC has structured this proposal such that each project scope and budget is independent. Should the City choose to authorize both simultaneously, a cost savings may be realized for some items such as the SWPPP development, bidding assistance and construction observation.

5.0 TERMS AND CONDITIONS

Our Standard Terms and Conditions, which apply to the proposed work, are attached. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

6.0 CLOSING

We look forward to continuing to help the City with stormwater infrastructure improvement needs. Please call us at (615) 333-7797 should you have any questions regarding this proposal.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Christine Guy-Baker, P.E., CFM
Assistant Project Manager



Steven E. Casey, P.E., CPESC
Vice President

Enclosures: 2022 Municipal Rate Schedule
Terms & Conditions
Walnut Drive Survey Exhibit
Intersection of Lynnwood Boulevard, Lynnwood Terrace, and Lynnwood Lane
Survey Exhibit

cc: Mr. Larry Smith, Public Works Director
Mr. Lyle Patterson, Director of Building and Zoning

Municipal Services Fee Schedule

January 1, 2022 through December 31, 2022

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$235
Principal.....	\$210
Senior Project Manager	\$196
Project Manager III	\$185
Project Manager II	\$168
Project Manager I	\$141
Assistant Project Manager	\$122
Project Consultant / Geologist / Ecologist / Environmental Scientist	\$112
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$103
CAD Designer	\$125
Draftsperson / CADD Operator.....	\$74
Senior Field Technician.....	\$93
Environmental Technician./ Intern.....	\$55
Senior Land Surveyor	\$145
Assistant Project Surveyor.....	\$107
Survey Technician IV	\$103
Survey Technician III.....	\$86
Survey Technician II.....	\$75
Survey Technician I.....	\$66
Administrative Assistant	\$69
Administrative Manager	\$82

DIRECT EXPENSES

Automobile Mileage	Current IRS Rate
Computer / CADD Usage	\$15/hour
Survey Equipment Usage.....	\$12/hour
In-House Equipment Usage.....	per daily rates
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping.....	Cost plus 10%
Miscellaneous Reimbursables	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 10%



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. CEC rejects any terms and conditions proposed by the CLIENT that materially alter these TERMS. Acceptance of this PROPOSAL, including acceptance of the TERMS 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. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment is due from CLIENT thirty (30) days from the invoice date. 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

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 seven (7) days 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 and 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. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable.

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 arising from 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. DISPUTE RESOLUTION

14.1. 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.

14.2. 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.

14.3. 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. GOVERNING LAW

The law of the State 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.

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

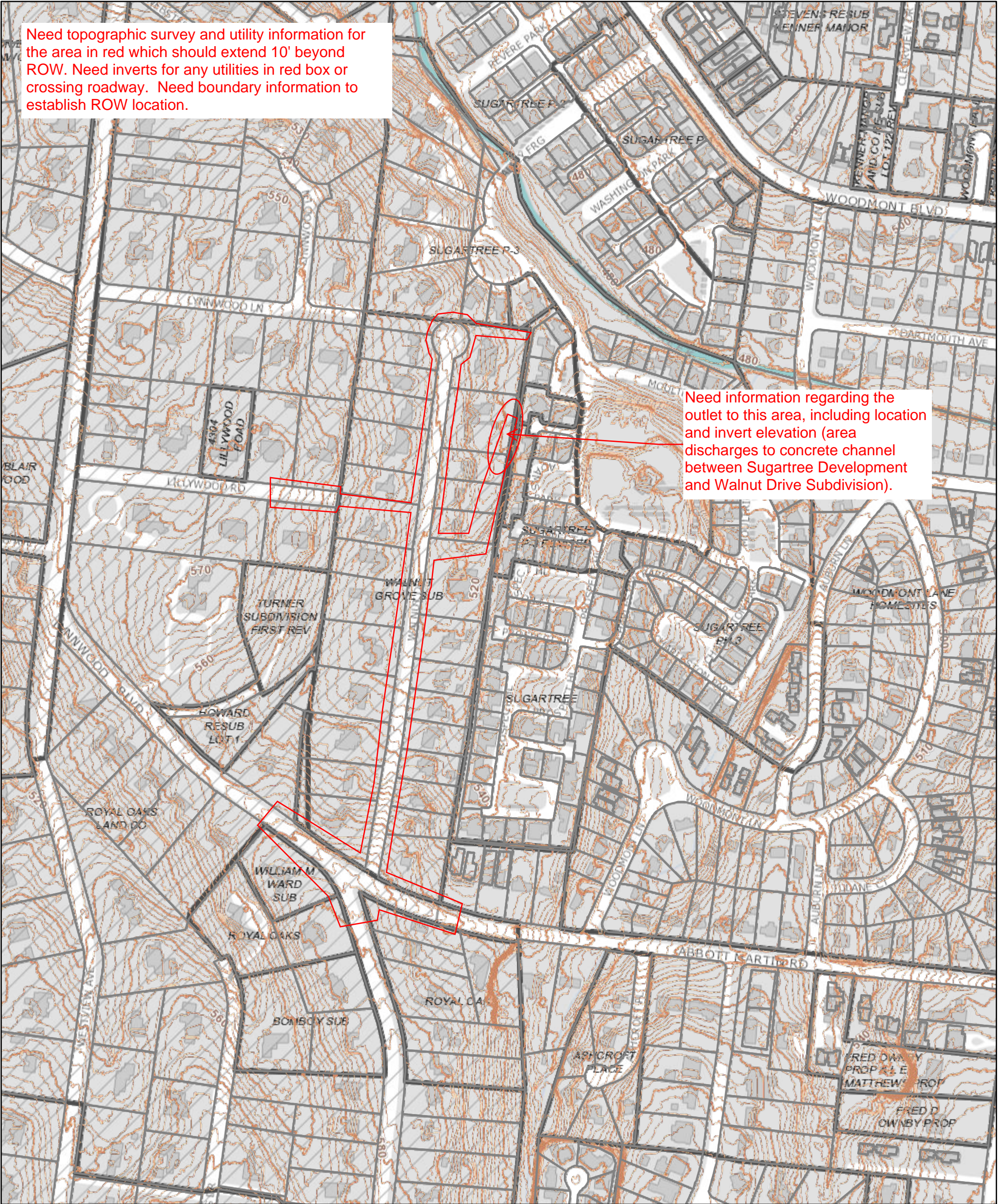
Upon conclusion of the project, our file on the project will be closed and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

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 (Dispute Resolution), and 15 (Governing Law) shall survive termination of the AGREEMENT.

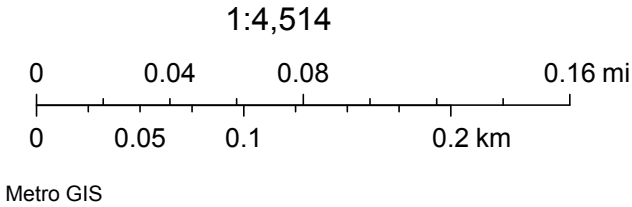
END OF TERMS

Nashville / Davidson County Parcel Viewer



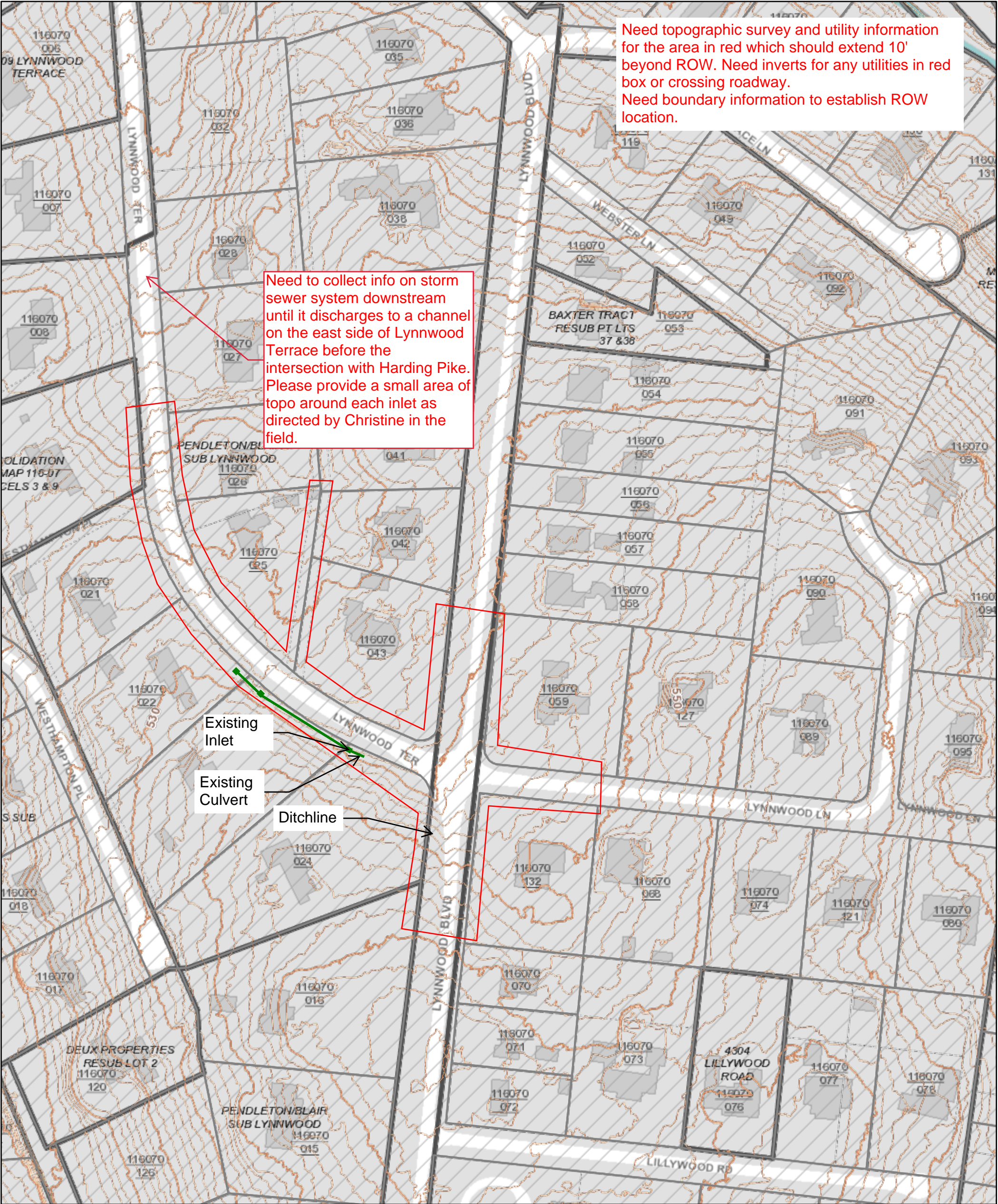
March 15, 2022

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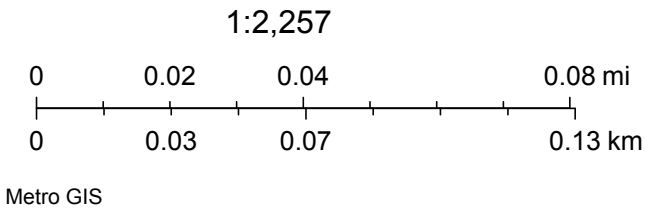
Walnut Drive Survey Exhibit

Nashville / Davidson County Parcel Viewer



March 15, 2022

graphicsLayer2



Intersection of Lynnwood Boulevard, Lynnwood Terrace, and Lynnwood Lane Survey Exhibit