



City of Dickson

**MS4 Outfall Mapping Proposal**

CEC | Nashville Office  
Project 192-766  
January 27, 2022

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## A.0 Project Understanding and City Needs

CEC is pleased to present this proposal in response to the City of Dickson's (City) RFQ advertised December 20, 2021, for MS4 Outfall Mapping. CEC understands that the City requires the selected Consultant to meet three components of the contract:

- Perform MS4 outfall mapping of stream segments within the City's MS4 jurisdiction that have been identified as Fully Supporting or Not Assessed on TDEC's GIS website (approximately 19 miles) by walking the stream segments and recording where concentrated flow enters the stream. Criteria for identifying MS4 outfalls shall include pipe diameter (or approximate equivalent channel size), drainage area, flow and proximity to public roadways.
- Develop a map that shows the location of system outfalls that discharge into water of the State. The map must indicate the names and location of all water of the State that receive discharges from those outfalls. The collected data shall not include private outfalls.
- Deliverable to the City shall include: GIS data, including mapped outfall locations and the details listed above and provided in CADD DWG format along with photos of the outfall locations and a PDF map of the MS4 outfalls.

## B.0 Technical Qualifications and Experience

Civil & Environmental Consultants, Inc. (CEC) was established in 1989 as a private, employee-owned corporation. CEC is recognized for providing innovative design solutions and integrated expertise in civil engineering, water resources, ecological sciences, environmental engineering and sciences, survey, waste management, and air quality. Headquartered in Pittsburgh with 24 additional offices throughout the United States and 1,172 employees, CEC has worked with hundreds of municipalities and public sector agencies on a wide range of projects.

### Insider Experience

CEC understands the nuanced characteristics of public sector work from the inside, having strategically added professionals who previously worked for governments, economic development authorities and public agencies to drive us to deliver services from their unique perspective. CEC's multi-disciplined and integrated service approach allows public officials to be proactive rather than reactive when navigating the challenges of their projects, and to understand how these challenges may affect their communities and financial responsibilities. CEC has a proven track record of providing sound, technological solutions that balance project needs with compliance requirements while working within spending thresholds.

### Regional Capabilities and Resources

CEC's Nashville office, located in Franklin, Tennessee, was established in 1998 and currently has 69 professionals. The office offers a full spectrum of MS4 compliance services, as required by this RFQ. The Nashville office specializes in water resources, stormwater management, and MS4 compliance issues as well as ecological services, solid and hazardous waste, civil and environmental engineering, and surveying. CEC anticipates utilizing the skillsets of several key individuals from the Nashville office for this scope of work as outlined in the RFP. CEC is proposing to perform all work associated with this contract from our Nashville (Franklin) office.

CEC's field personnel and GIS professionals are highly qualified in data collection using survey, Global Positioning System (GPS) equipment, computer tablets, or other methods. Our GIS professionals are accustomed to developing a mapping format that addresses client needs and concerns. We have experience with data collection, processing, management, mapping, and analysis at local, regional and state levels. GIS data management is also a proven way to present and demonstrate permit compliance to TDEC.





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Since entering the Tennessee market in 1998, CEC has been involved with hundreds of projects including consultation and permitting for the Tennessee Department of Environment and Conservation (TDEC). Our senior staff have spent decades building excellent working relationships with TDEC and, therefore, is recognized by TDEC as a leader and expert in the area of MS4 permit compliance. Our experience working with the agency allows us in many cases to anticipate regulatory requirements and potential project pitfalls very early in a project's development so these requirements and pitfalls can be addressed pre-emptively on the front end, saving both time and money.



Below is a select list of MS4s for whom we provide MS4 compliance services:

Table 1.

CEC MS4 Client	CEC Services Provided			
	Visual Stream Assessment	MS4 Outfall Mapping	Benthic Macro-Invertebrate Sampling	E.coli Sampling
City of Belle Meade	✓	N/A	✓	✓
City of Berry Hill	✓	N/A	✓	✓
City of Brentwood	✓	N/A	✓	✓
City of Columbia	✓	✓	✓	✓
City of Dickson	✓	-	✓	✓
City of Gallatin	✓	✓	N/A	N/A
City of Hendersonville	✓	✓	✓	✓
City of La Vergne	✓	N/A	✓	✓
City of Mt. Juliet	✓	N/A	✓	✓
City of Spring Hill	✓	N/A	✓	N/A
Sumner County	✓	✓	✓	✓
Wilson County	✓	N/A	✓	✓

CEC will bring benefits of professional expertise and technical experience within our Nashville office to support the City of Dickson with their Tennessee MS4 Phase II Permit compliance work as we have for Dickson and other municipalities in managing their MS4 permit compliance since 2002.

**B.1 MS4 Phase II Permit Compliance Expertise**

CEC has worked with MS4 Phase II permittees from the first implementation of the NPDES MS4 Phase II permitting in Tennessee. CEC's staff has a comprehensive working knowledge of the MS4 Phase II program and has been involved in the development and implementation of MS4 programs for a variety of clients including both municipal and university clients. We have negotiated MS4 permits with regulatory agencies, written permit applications, prepared stormwater management plans, developed stormwater testing procedures and protocols, performed stormwater sampling, managed stormwater-related data in GIS, prepared public education and outreach plans, prepared enforcement response plans, assisted in ordinance revisions, and provided general technical assistance.

Our experience with MS4 permitting ensures the geospatial information will be collected in a way that assists the City with its MS4 Permit compliance.

**B.2 Geographic Information Systems (GIS) Expertise**

CEC's team has a dedicated group of certified GIS, technology and spatial analysis professionals with extensive experience using GIS and related technology to resolve client needs, organize and manage data, integrate data from multiple sources and



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stakeholders, perform data analysis and identify workflow improvement opportunities. GIS data management is a proven way to present and demonstrate permit compliance to TDEC.

**B.2.1 Field-to-Office Data Integration**

CEC field and office staff interact seamlessly to assure survey data is checked for accuracy and delivered to the project team in a timely fashion. CEC can establish a custom data dictionary in coordination with the City to ensure the desired information is collected. CEC's server is backed-up nightly to protect against data loss or corruption.

**B.2.2 Customized database development and maintenance services**

Our team develops web and mobile-based data viewers and electronic document management portals for client use. These applications store GIS mapping with field survey data in a customized database. We typically employ ESRI ArcGIS products, including desktop and web-based solutions, in conjunction with SQL and Oracle Spatial database technology and other web development tools.

## C.0 Familiarity with MS4 Phase II Monitoring & Action Plan

The following describes CEC's plan of action for the specific service.

Section 4.2.3 of the current MS4 Phase II Permit states that "...existing permittees must continue to develop, update and maintain, a storm sewer system map (preferably Geographic Information System based) that shows the location of system outfalls where the municipal storm sewer system discharges into waters of the state or storm sewer systems owned or operated by another MS4 jurisdiction." Additionally, the map must be available for review upon request and must illustrate the names and location of waters of the state that receive discharges from those outfalls.

CEC's digital data collection methods for MS4 outfall mapping allows for easily retrievable data that can be viewed or used for future comparison to track trends which can be used to support answering questions about the effectiveness of an MS4 stormwater management program and support compliance with the permit.

### C.1 MS4 Outfall Mapping

Table 2 identifies each TDEC-listed Fully Supporting or Not Assessed stream within the MS4 boundary that will require outfall mapping. Per the City's RFQ, MS4 outfalls in streams with unavailable parameters within the City were mapped during a Visual Stream Assessment survey in 2019 (performed by CEC) and, therefore, do not require reassessment. Additionally, please refer to Figure 1 in Appendix A.

Table 2

Waterbody Name	TDEC Status	Waterbody I.D. #	Estimated Mileage Within City Limits
Walker Branch	Fully Supporting	TN05130204002_1110	1.57
Little Jones Creek	Fully Supporting	TN05130204002_1100	0.097
Misc. Tribs. To Jones Creek	Not Assessed	TN05130204002_0999	3.55
East Piney River	Fully Supporting	TN06040003050_0600	3.75
Worley Furnace Branch	Not Assessed	TN06040003050_0540	0.46
Upper Dickson Lake	Not Assessed	TN06040003UPPERLAKE_1000	0.29
Dickson Lake	Not Assessed	TN06040003DICKSONLK_1000	0.49
Baker Branch	Not Assessed	TN06040003050_0560	0.16
Willow Branch	Not Assessed	TN06040003050_0610	2.41
Beaverdam Creek	Fully Supporting	TN05130204006_1200	2.34
Gum Branch	Fully Supporting	TN05130204006_1230	2.64



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Waterbody Name	TDEC Status	Waterbody I.D. #	Estimated Mileage Within City Limits
Turkey Creek	Fully Supporting	TN06040003050_0710	0.21
Nails Creek	Not Assessed	TN05130204006_1150	0.37

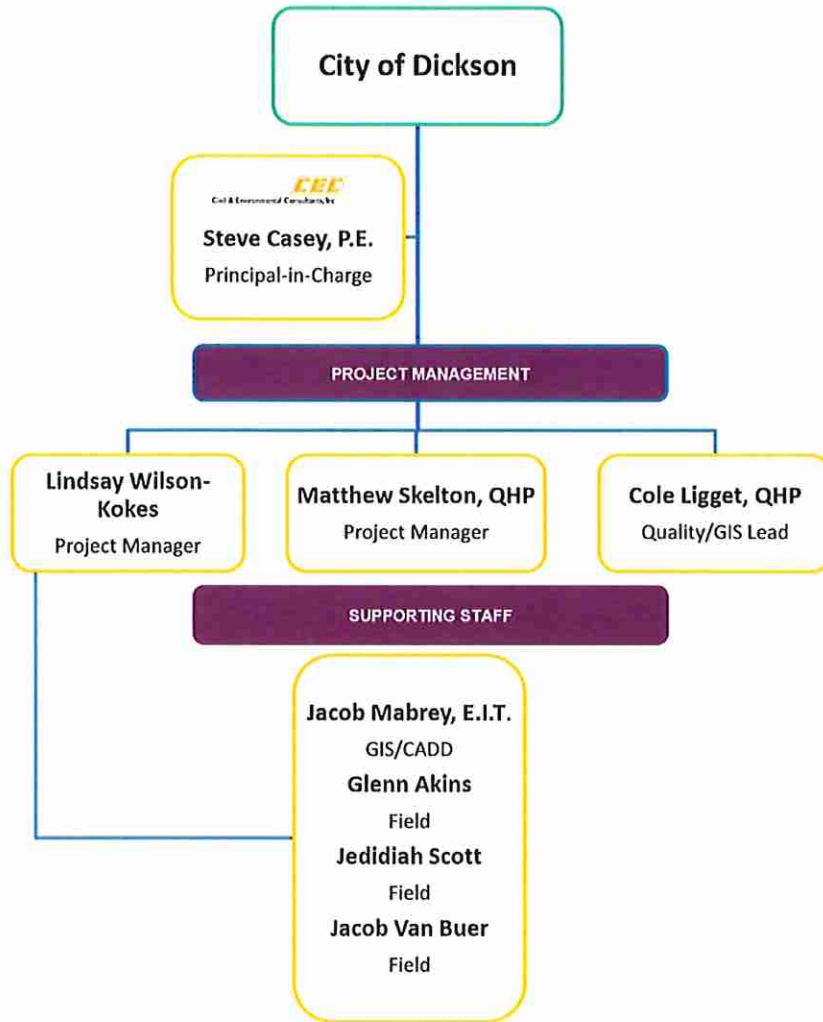
**MS4 Outfall Mapping Services**

The field data collection will require CEC personnel to access the listed streams at multiple locations. If CEC encounters conditions that do not permit field crews to access a portion of a stream (i.e., "no trespassing" signs, property owner asking field crews to leave the property, etc.), CEC will document the location and the nature of the conditions and leave the property. CEC will report the occurrence to the City. CEC and the City will then determine what action(s) are needed and appropriate to complete the assessment.

It is imperative that the City distinguish between MS4 and privately owned outfalls, and CEC will support this effort while performing the data collection. Criteria for identifying MS4 outfalls will include pipe diameter (or approximate equivalent channel size), drainage area, flow and proximity to public roadways. CEC will also screen the MS4 outfalls while in the field for dry weather flows (illicit discharge detection). Should dry weather flows be found, CEC will notify the City. Sampling of dry weather flow would be an added service CEC could provide if requested by the City.

*Deliverable: PDF map of the MS4 outfall locations and their receiving waters, CADD DWG file of the MS4 data points and a photolog of each MS4 outfall.*

C.2 Organization Chart







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### D.0 Proficiency in Similar Projects

CEC's field personnel and GIS professionals are highly qualified in data collection using Global Positioning System (GPS) equipment and tablets. We have served multiple clients with analytical and non-analytical stream monitoring. We have experience with data collection, processing, management, mapping, and analysis. A partial listing of related stream monitoring and mapping services performed for select clients is presented below.

**City of Belle Meade, Tennessee (MS4 Permit # TNS075159)**

<b>Scope of work:</b>	Storm Sewer System Input Mapping & Stream Monitoring Field Data Collection (Visual Stream Assessment, Benthic Macroinvertebrate Sampling, E. coli Sampling)		
<b>Date:</b>	2004-Present	<b>Engagement Partners:</b>	PAI, Inc. (Taxonomy); Pace Analytical (E. coli testing)
<b>CEC Personnel Involved:</b>	Lindsay Wilson-Kokes, Steve Casey, Cole Liggett, Casey Hertwig		
<b>Principal Client Contact:</b>	Beth Reardon, City Manager Larry Smith, Public Works Director Lyle Patterson, Building Official (615) 297-6041		
<b>History:</b>	CEC began working with the City in 2003 and continues currently. CEC has provided the City with Stream Monitoring Field Data Collection (analytical and non-analytical) and Stormwater Infrastructure Input & Outfall Mapping. CEC also provides services to the City such as functioning as the City Stormwater Engineer, Construction and Permanent Stormwater Plans Reviews, Stormwater Infrastructure Design, Construction Plan Development, and Construction Oversight, Identifying stormwater infrastructure needs for future CIPs and performing Dry Weather Outfall Screening for Suspected Illicit Discharges.		







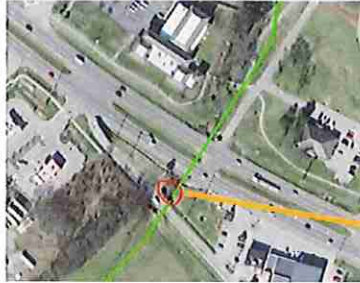
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City of La Vergne, Tennessee (MS4 Permit # TNS075418)

Scope of work:	Stream Monitoring Field Data Collection (Visual Stream Assessment, Benthic Macroinvertebrate Sampling, E. coli Sampling)		
Project Date:	2020 - 2021	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (E. coli Testing)
CEC Personnel Involved:	Lindsay Wilson-Kokes, Steve Casey, Christine Guy-Baker, Jeff Shaver		
Principal Client Contact:	Alexandra Thompson, Stormwater Coordinator (615) 287-8658		
History:	CEC was tasked with performing visual stream assessments on the City's approximately 17 miles of streams. E. coli and benthic macroinvertebrate sampling were also performed at 8 locations. The City's Stormwater Coordinator elected to accompany CEC personnel during visual stream assessments, which lead to the development of a City-sponsored stream cleanup that targets areas that were identified during the stream surveys.		

The following are examples of geospatial data deliverables.



Field	Value
OBJECTID	17
SHAPE	Point
TITLE OF OUTFALL	STORMWATER
OTHER OUTFALL TYPE	culd
TYPE OF PIPE	CONCRETE PIPE
OTHER PIPE TYPE	By location, use one or more of the
LOCATION (PLACE AND DIRECTION)	Right Bank
OTHER LOCATION FACTS	culd
PIPE DIAMETER (INCHES)	12
OVERHEAD (YES/NO)	N
EVIDENCE OF DISCHARGE	NO
DISCHARGE COLOR	NONE
OTHER DISCHARGE COLORS	culd
ODOR	NONE
OTHER ODOR	culd
SEVERITY	1
CONSPIQUOUSLY	2
ACCESS	1
SCORE	4
CREATED_DATE	11/19/2020 10:26:27 AM
LAST_UPDATE_DATE	11/19/2020 10:26:27 AM
CREATED_BY	DLA-8197-0001-0001-AP14-79914002107
LAST_UPDATE_BY	









MS4 Outfall Mapping Proposal

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Sumner County, Tennessee (MS4 Permit # TNS075680)

Scope of work:	MS4 Outfall Mapping, Storm Sewer System Input Mapping & Stream Monitoring Field Data Collection (Visual Stream Assessment, Benthic Macroinvertebrate Sampling, E. coli Sampling)		
Date:	2013-Present	Engagement Partners:	PAI, Inc. (Taxonomy); Pace Analytical (E. coli testing)
CEC Personnel Involved:	Janette Wolf, Steve Casey, Jacob Mabrey		
Principal Client Contact:	Joe Philips, Stormwater Coordinator (615) 451-6097		
History:	CEC began working with the City in 2008 and continues currently. Work has included developing a GIS stormwater asset management system, site plan review services, ordinance review, stream monitoring (visual stream assessment, E. coli sampling, benthic macroinvertebrate sampling), input and outfall mapping, and internal program audits.		



*"CEC has consistently performed at or above our expectations in terms of delivery of the work outcomes called for in our contract, and has done so with exceptional flexibility and customer focus. To my knowledge, there has not been an instance in which CEC has failed to deliver upon a request we have made of them, and they are always available to answer questions of general and technical nature. It is without reservation that I provide our strongest recommendation to this firm."*

— Josh Suddath  
Director, Planning and Stormwater Department  
Sumner County







MS4 Outfall Mapping Proposal

Civil & Environmental Consultants, Inc.

City of Gallatin, Tennessee (MS4 Permit # TNS077534)

Scope of work:	Stream Monitoring Field Data Collection (Outfall Mapping, Input Mapping, and Visual Stream Assessment)		
Project Date:	2020 - present	Engagement Partners:	None (all work performed in-house)
CEC Personnel Involved:	Lindsay Wilson-Kokes and Glenn Akins		
Principal Client Contact:	Lance Wagner, Stormwater Utility Manager (615) 451-5965 Kourtney Crutcher, Stormwater Coordinator (615) 451-5965		





## E.0 Cost of Services

There are approximately 19 total miles of streams (Fully Supporting or Not Assessed) within the City's jurisdiction which will require MS4 Outfall Mapping. It has been CEC's experience that walking the streams is more effective and efficient in documenting conditions and identifying outfalls. Walking the streams also provides greater insight into the overall condition of streams within the City potentially offering educational opportunities for private landowners supplementing the City's public education and outreach efforts. It should be noted that mapping MS4 outfalls within the required stream may not capture potential MS4 outfall locations that discharge to neighboring MS4 jurisdictions. CEC's approach and cost estimate, Table 3, includes walking the required stream segments and the scope of work as described in the RFQ.

The table below represents CEC's Not to Exceed Cost for completion of the task as identified in this proposal.

Table 3

Task	Estimated Quantity*	Cost
MS4 Outfall Mapping	~19 Stream Miles	\$14,300*
	<b>TOTAL</b>	<b>\$14,300**</b>

*\*Costs estimates are based upon the use of one CEC person and one City staff.*  
*\*\*CEC will assume that a City staff individual will be made available as needed including the use of their vehicle in an effort to finish the proposed work within the specified schedule.*

### Budget Assumptions

- Estimated costs are based on 2022 rates.
- Stream conditions will be conducive for outfall mapping. CEC will check weather forecasts and communicate with City staff to try to avoid arriving during adverse flow conditions.
- CEC will aim to complete field services prior to June 30, 2022.
- MS4 Outfall data is collected via applications through ESRI ArcGIS. The City's RFQ requires collected data to be submitted in CADD DWG format. CEC will need to convert the GIS shapefiles to DWG format for the final deliverable. Additionally, photos of each MS4 outfall will be submitted separately as the DWG format does not allow photo attachments to data points.
- Costs associated with other general permit compliance requirements outside of the tasks that are discussed above are not included. Should the City require additional services outside of what is proposed herein, CEC will prepare a separate scope of work and associated cost information.

## F.0 Client References

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"Since entering into a contract with CEC they have performed the work outlined in a professional and timely manner and we have been happy with their work. CEC has been an extremely important part of our goal of compliance with GIS mapping as required through our MS4 Permit."

Jeff McCormick  
Director of Public Services  
City of Goodlettsville

"CEC has been instrumental in data collection of existing storm structures and BMPs on time and below budget."

Adam Meadors  
Stormwater Coordinator  
City of Mt. Juliet

"Our stormwater department has found this company to be honest, reputable and reliable."

James Vaden  
Stormwater Coordinator  
Wilson County

"CEC has consistently performed at or above our expectations in terms of delivery of the work outcomes called for in our contract, and has done so with exceptional flexibility and customer focus....It is without reservation that I provide our strongest recommendation to this firm."

Josh Suddath  
Director, Sumner County Planning and Stormwater Department  
Sumner County

"CEC consistently provides quality and value to the City and has become a trusted partner. The knowledge and experience that CEC brings to a client is invaluable. In my opinion, CEC is one of the leading consulting firms in our area in Civil Engineering, especially in the areas of Stormwater and Environmental Engineering."

Paul Holzen  
Director of Engineering  
City of Franklin

"Steve is always willing to listen to Lyle Patterson, Building Official, and my comments and weigh them with his own. He always gets back to us in a timely manner."

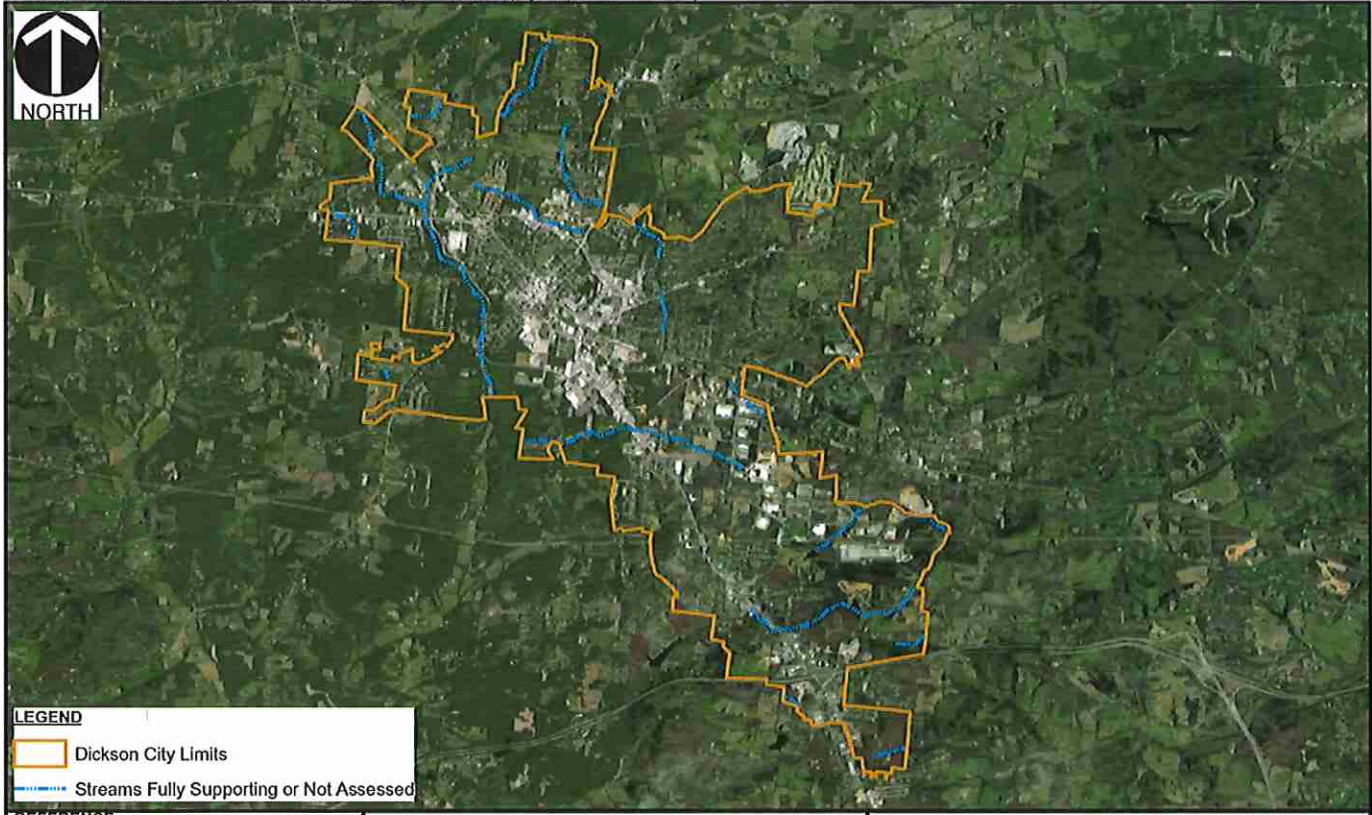
Larry J. Smith  
Public Works Director  
City of Belle Meade

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**APPENDIX A**  
**FIGURE 1**



\\SVR-NASH.P\2019\192-766-GIS\Maps\Outfall Mapping Proposal\Figure 1 - Outfall Mapping.mxd (1/19/2022 9:59:07 AM)



**LEGEND**

	Dickson City Limits
	Streams Fully Supporting or Not Assessed

**REFERENCE**  
 BING IMAGERY  
 MICROSOFT VIRTUAL EARTH / BING IMAGERY  
 PROVIDED BY ESRI, ACCESSED 1/19/2022



**Civil & Environmental Consultants, Inc.**  
 117 Seaboard Lane Suite E100 Franklin, TN 37067  
 615-333-7797 • 800-763-2326  
 www.cednc.com

CITY OF DICKSON  
 MS4 OUTFALL MAPPING  
 DICKSON, DICKSON COUNTY, TENNESSEE

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STREAMS FULLY SUPPORTING OR NOT ASSESSED

DRAWN BY:	LWK	CHECKED BY:	SEC	APPROVED BY:	SEC	FIGURE NO.	<b>1</b>
DATE:	1/19/2022	SCALE:	1" = 7,000'	PROJECT NO:	192-766		

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
117 SEABOARD LANE • SUITE E-100  
FRANKLIN, TENNESSEE 37067  
PHONE: 615-333-7797 • FAX: 615-333-7751

# Municipal Services Fee Schedule

January 1, 2022 through December 31, 2022

## PROFESSIONAL SERVICES

<b>Classification</b>	<b>Rate/Hour</b>
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%

2022\_Municipal



Civil & Environmental Consultants, Inc.

## 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

Civil & Environmental Consultants, Inc.

PROFESSIONAL SERVICES (Rev. 0, 12/07/20)





Civil & Environmental Consultants, Inc.

PNC Bank Routing #043000096  
 CEC Account #2272405  
 SWIFT & BIC Code: PNCCUS33  
 Remittance Detail: accountsreceivable@cecine.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 analyzes, 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

Civil & Environmental Consultants, Inc.


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Civil & Environmental Consultants, Inc.

Approved By:

Name Mayor Don Weiss, Jr. Date February 8, 2022  
  
Signature

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