COOPERATION AND COST SHARING AGREEMENT

This Cooperation and Cost Sharing Agreement ("Agreement") is made and entered into by and between the Mallory Valley Utility District of Williamson County, Tennessee ("MVUD"), the Board of Public Utilities of the City of Columbia, Tennessee, d/b/a Columbia Power & Water Systems ("CPWS"), the City of Spring Hill, Tennessee ("Spring Hill"), the Maury County Board of Public Utilities, d/b/a the Maury County Water System ("MCWS"), and the City of Mount Pleasant, Tennessee ("Mount Pleasant"). The foregoing are from time to time referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, each of the Parties owns and operates a public water system;

WHEREAS, in a letter dated November 20, 2024, CPWS requested water service from MVUD at a volume of 25-30 million gallons per day for 20 years after the necessary infrastructure is completed, with at least 50 million gallons per day being required within 50 years;

WHEREAS, CPWS included in the requested volumes the projected demands of other water service providers in the region;

WHEREAS, Spring Hill, MCWS, and Mount Pleasant are interested in purchasing some of this water, either through CPWS or directly from MVUD;

WHEREAS, to deliver such volumes of water, MVUD would need to install a new water transmission main to Maury County and make other capital improvements to MVUD's water system;

WHEREAS, MVUD has entered into a Services Agreement with Brasfield & Gorrie, L.L.C., attached hereto as Exhibit 1, to conduct a feasibility study on a new MVUD water transmission main to Maury County ("the Feasibility Study"), the total cost of such services not

to exceed $296,000;

WHEREAS, MVUD has also accepted a proposal from HDR Engineering, Inc., attached hereto as Exhibit 2, to provide hydraulic modeling services as part of the Feasibility Study for a lump-sum fee of $59,800;

WHEREAS, together, CPWS, Spring Hill, MCWS, and Mt. Pleasant are willing to pay MVUD for all fees and expenses charged by Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants for services related to the Feasibility Study;

WHEREAS, MVUD expects to incur other costs related to the Feasibility Study, such as fees from a public relations firm, staff time, and legal fees;

WHEREAS, together, CPWS, Spring Hill, MCWS, and Mt. Pleasant are willing to pay MVUD $50,000 for MVUD's other anticipated costs related to the Feasibility Study; and

WHEREAS, Tenn. Code Ann. § 12-9-108 authorizes any public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency entering into the contract is authorized by law to perform;

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. MVUD will consult and share information with Brasfield & Gorrie, L.L.C. and HDR Engineering, Inc. as they work on the Feasibility Study. MVUD will have discretion to make strategic decisions about the Feasibility Study and the project(s) evaluated therein.

2. To facilitate the timely completion of the Feasibility Study, CPWS, Spring Hill, MCWS, and Mount Pleasant will consult and share information with MVUD, as MVUD reasonably deems necessary.

3. CPWS, Spring Hill, MCWS, and Mount Pleasant will pay to MVUD their respective shares, specified below, of all fees and expenses charged by Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants for services related to the Feasibility Study:

- CPWS- thirty-four and three-tenths percent (34.3%);
- Spring Hill- thirty-four and three-tenths percent (34.3%);
- MCWS- twenty-five and eight-tenths percent (25.8%); and
- Mount Pleasant- five and six-tenths percent (5.6%).

4. Upon the execution of this Agreement, CPWS, Spring Hill, MCWS, and Mount Pleasant will pay the following amounts to MVUD, representing half of their respective shares of the total anticipated fees and expenses of Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants for services related to the Feasibility Study:

- CPWS- $61,019.70;
- Spring Hill- $61,019.70;
- MCWS- $45,898.20; and
- Mount Pleasant- $9,962.40.

5. Upon the execution of this Agreement, CPWS, Spring Hill, MCWS, and Mount Pleasant will also pay the following amounts to MVUD, representing their respective shares of $50,000 for MVUD's other anticipated costs related to the Feasibility Study:

- CPWS- $17,150;
- Spring Hill- $17,150;
- MCWS- $12,900; and
- Mount Pleasant- $2,800.

6. After the Feasibility Study is completed, MVUD will invoice CPWS, Spring Hill, MCWS, and Mount Pleasant for their respective shares of any fees and expenses, not covered by the initial payments made pursuant to Section 4 above, that are charged by Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants for services related to the Feasibility Study. CPWS, Spring Hill, MCWS, and Mount Pleasant will pay MVUD their respective shares of such additional fees and expenses within fourteen (14) days of receipt of MVUD's invoice.

7. MVUD will share the final report or memorandum from the Feasibility Study with CPWS, Spring Hill, MCWS, and Mount Pleasant once they have fully performed their obligations under this Agreement.

8. The Parties recognize that the services of Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants may be terminated prior to the completion of the Feasibility Study, due to various factors. Although MVUD presently intends for the Feasibility Study to be completed, MVUD may decide, in its discretion, to stop work on the Feasibility Study prior to its completion. If the Feasibility Study is not completed for any reason, CPWS, Spring Hill, MCWS, and Mount Pleasant will remain liable for their respective shares of all fees and expenses charged by Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants for services related to the Feasibility Study. MVUD will provide notice to CPWS, Spring Hill, MCWS, and Mount Pleasant if the Feasibility Study will not be completed. MVUD will invoice CPWS, Spring Hill, MCWS, and Mount Pleasant for their respective shares of any fees and expenses that are not covered by the initial payments made pursuant to Section 4 above. CPWS, Spring Hill, MCWS, and Mount Pleasant will pay to MVUD their respective shares of such additional fees and expenses within fourteen (14) days after receipt of MVUD's invoice. If the initial payment made by CPWS, Spring Hill, MCWS, or Mount Pleasant pursuant

to Section 4 above was more than that Party's respective share of the total fees and expenses charged by Brasfield & Gorrie, L.L.C., HDR Engineering, Inc., and/or their subconsultants for services related to the Feasibility Study, then MVUD will refund the overpayment.

9. Except as expressly provided in Section 8 above, CPWS, Spring Hill, MCWS, and Mount Pleasant will not be entitled to a refund of any payment made to MVUD pursuant to this Agreement.

10. MVUD does not guarantee that the Feasibility Study will be completed or that the Feasibility Study will be satisfactory to any Party.

11. If CPWS, Spring Hill, MCWS, and/or Mount Pleasant breaches any provision of this Agreement and MVUD institutes legal action to enforce this Agreement or to recover damages caused by such breach, then the breaching Party or Parties (CPWS, Spring Hill, MCWS, and/or Mount Pleasant, as applicable) will pay all the expenses of such legal action, including MVUD's court costs and attorney fees.

12. This Agreement constitutes the entire agreement of the Parties. This Agreement may be modified or amended only by an instrument in writing executed by the Parties.

13. No third party obtains any benefits or rights to water service under this Agreement, and this Agreement is not assignable to or for the benefit of any other person or entity without the written agreement of MVUD.

14. No failure to exercise or delay in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof.

15. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

16. This Agreement is governed by the laws of Tennessee without regard to choice of

law principles, and any dispute or legal action arising out of or related to this Agreement must be filed in the courts of Williamson County, Tennessee.

17. This Agreement will not be construed for or against any Party based upon authorship.

18. This Agreement will become effective when the representatives of all the Parties have signed this Agreement below.

19. The individuals signing below represent that they have full authority to execute this Agreement on behalf of their respective Parties; that this Agreement has received any approval required by law from their respective Parties; and that this Agreement is legal, valid, and binding.

20. This Agreement may be signed in counterparts. Copies of signatures to this Agreement delivered via facsimile or via e-mail in Adobe portable document format (.pdf) shall be deemed originals.

MALLORY VALLEY UTILITY DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

By: Ron Coker
Ron Coker, President

Date: 1-3-2025

BOARD OF PUBLIC UTILITIES OF THE CITY OF COLUMBIA, TENNESSEE

By: _____
Walker Vining, Chairman

Date: _____

CITY OF SPRING HILL, TENNESSEE

By: _____
Jim Hagaman, Mayor

Date: _____

MAURY COUNTY BOARD OF PUBLIC UTILITIES

By: _____
Glen Stewart, Chairman

Date: _____

CITY OF MOUNT PLEASANT, TENNESSEE

By: _____
Bill White, Mayor

Date: _____

EXHIBIT 1

(Services Agreement with Brasfield & Gorrie, L.L.C.)

BRASFIELD & GORRIE
GENERAL CONTRACTORS

December 27, 2024
Revision 2

VIA U.S. Mail & E-Mail
Mallory Valley Utility District (MVUD)
Attn: Bobby Nutt – Assistant General Manager
465 Duke Drive
Franklin, TN 37067
Email: bnutt@mvud.org

Re: Proposal for Pipeline Feasibility Study from HVUD to CPWS Revision 2

Services Agreement

Dear Mr. Nutt:

This letter will confirm our agreement regarding services performed by Brasfield & Gorrie, L.L.C. and our sub-consultant Hazen & Sawyer, for the Feasibility Study for the pipeline from HVUD to CPWS. The terms of our agreement are outlined in more detail below. Should you have any questions or wish to discuss further, please let me know. Otherwise, please sign and return a copy of this agreement for our records. We look forward to working with you.

Term

Brasfield & Gorrie, L.L.C. ("Company") shall begin the services outlined below upon receipt of an executed copy of this agreement from the Mallory Valley Utility District ("Owner").

Scope of Services

The Company shall complete the services set forth in **Exhibit A**, for a total not to exceed price of $ 296,000. In doing so, the Owner, Company, and any architect(s) or engineer(s) hired by the Owner or Company will work together to develop a Feasibility Study in accordance with the Owner's request.

Payment & Billing

Work performed by the Company for Services will be charged on an rate basis in accordance with the Company's rate schedule attached hereto as **Exhibit B** and shall be inclusive of markup for overhead and profit. Additionally, any non-personnel related costs will be billed at actual cost plus 10% (see Exhibit B for additional details). Company shall bill Owner monthly based on hours expended during that month, and Owner shall pay Company within twenty (20) days of receipt.

Termination

Owner or Company may terminate this agreement for any reason upon ten calendar days written notice (delivered by certified mail, return receipt requested). This agreement may be terminated by either party upon seven calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the terminating party. In the event this agreement

terminates for any reason, Company shall only receive payment for services rendered prior to receipt of the written termination notice.

Regards,

Ben Harris
Vice President & Division Manager

cc:

Acceptance

Mallory Valley Utility District	Brasfield & Gorrie, L.L.C.
Ron Coker, President	
Signature	*Signature*
Print Name / Title	*Print Name / Title*
1-3-2025	
Date	*Date*

EXHIBIT A – SCOPE OF SERVICES

Project Background

This scope of services describes the detailed services to be performed by the "Company" for the evaluation of a potential Mallory Valley Utility District (MVUD) Water Transmission Main Project. The main is anticipated to provide potable water to utilities in southern middle Tennessee to address current and future water needs in the region.

The proposed main would connect the Harpeth Valley Utilities District (HVUD) distribution system to the northern side of the MVUD system and travel southward along a route to be identified by this study. The northern connection to the HVUD system is located at the intersection of Manley Lane East and Beech Creek Road South. The southern terminus is located at Darks Mill Road east of Carters Creek Pike in Maury County. The scope will also consider a raw water transmission main beginning and terminating at the same locations noted above.

The approximate route is shown in the attached **Exhibit C** as provided by MVUD. The transmission main evaluation will include all necessary infrastructure required to reliably deliver the proposed design flows to the point of termination, including any required pumping or storage facilities within the boundaries of the project area as described in this scope and shown in the attached exhibit.

The Project will be capable of meeting the following three demand scenarios. Capital and operating costs will be considered for each operating scenario.

Task	Initial Demand (MGD)	Ultimate Demand (MGD)	Pipeline Capacity (MGD)	Initial Pumping Capacity (MGD)	Ultimate Pumping Capacity (MGD)
	(20 yr - 2045)	(50 yr -2075)		(20 yr - 2045)	(50 yr -2075)
Demand Scenario 1	20	50	50	35	50
Demand Scenario 2	35	50	50	35	50
Demand Scenario 3	50	60	60	50	60

Scope of Work

The scope of work is defined in the following sections.

Task 101: Hydraulic Modeling Coordination

The Company will identify up to three potential routing variations including pipe materials and other information necessary for HDR to perform the analysis under a separate contract with MVUD. HDR will perform complete system specific modeling to evaluate the alternatives defined by the Company. HDR will perform hydraulic modeling to confirm pipe sizing, determine TDH "Total Dynamic Head" and pumping requirements under minimum, average, and peak flows, and evaluate storage sizing to accommodate each of the three defined demand scenarios. Hydraulic profiles including grade elevations shall be provided as part of the HDR model results. The Company will utilize the results of the modeling in each subsequent task. Water age and loss will be considered in the analysis and will be accommodated in the recommended infrastructure. Modeling scenarios will require consideration of up to three governmental customer connections along the route.. These connections will provide water for multiple governmental customers from the common connections. The demand to be considered for each of the connections will be provided by MVUD.

Task 102: Route Alternatives

The Company will complete an initial screening of finished water transmission main (transmission main) route alternatives via desktop analyses of available GIS data (existing stream and wetland, contours, roadway, utilities, easements, parcel information, cultural/historical areas, and hazardous sites readily available from public state, county, and municipal sources), data collected from other sources (private utility owners, property owners, developers, and municipal departments) and site visits to areas accessible to the public to define the limits of the study area and potential transmission main routes within the study area. No field activities to complete full cultural or historical surveys, phase evaluations, or wetlands surveys specific to the routes will be completed as part of this feasibility study.

The screening will reflect the initially proposed connection points in the development of the study area and routes. The route will include the TVA easement and will incorporate consideration of up to three variations to accommodate field conditions, associated infrastructure, and constructability concerns. t. The Company will conduct a workshop with MVUD to review the study area and potential transmission main routes developed to narrow the route to a single preferred route to carry forward for further evaluation.

Task 103: Pipe Materials

The Company will perform a transmission main materials review to identify pipe materials and joint types that meet the project needs. The review will include a general cost comparison of the material and installation costs. Ductile iron and welded steel will be the two primary materials considered.

Task 104: Water Quality Considerations

The Company will work with HDR to confirm estimates of water age for the identified transmission routes. Using this information, qualitative evaluations of chlorine decay, DBP formation, and other water quality considerations will be completed. Needs for chlorine boosting and/or water quality monitoring will be identified.

Task 105: Trenchless Crossings

The Company will perform a preliminary review of each identified potential trenchless crossing to evaluate appropriate trenchless crossing methods. Recommendations will include consideration of cost, material, and space requirements. Costs and constructability will be evaluated for each method.

Task 106: Pumping and Storage

The Company will coordinate route development and analyses with HDR to account for pumping and potential storage sites along the transmission main corridor. Storage and pumping alternatives will be reviewed based on the site locations and elevations.

Task 107: Identification of Future Field Information

The Company will define the targeted areas for which additional field information will be required and collected as part of detailed design (i.e. not this study) to further assess the constructability of the transmission main facilities in certain areas or the construction options available. The types of areas for which supplemental data will be identified to support the evaluations include, but are not limited to subsurface geotechnical analysis, crossing of surface waters, environmentally sensitive areas, major roadway crossings, major utility crossings (i.e., power, gas, etc.) and congested areas potentially warranting further evaluation of construction methods and viability. The supplemental field data may include planimetric and topographic surveys, soil composition and corrosivity analysis, geotechnical investigations and subsurface utility investigations. Field investigation services are not included in this scope of work, only identification of the additional information that will be required as part of design, and thus will be incorporated into the OPCC and schedule developed by this study.

Task 108: Environmental, Cultural, and Historical

The Company will complete a desktop review of the known environmental, cultural, and historical resources potentially impacted by each route being considered. Information for the desktop evaluation will be obtained from publicly available sources. Recommendations will be made for further subsequent evaluations as needed.

Task 109: Easement Identification

The Company will preliminarily identify the easement requirements for each of the route alternatives (including potential material storage areas/laydown areas) and account for the easement impacts, to include estimated costs and potential acquisition timeline. Preliminary easement requirements will be based on GIS level property and right of way information.

Task 110: Traffic Impact Review

The Company will perform a traffic impact review along the evaluated routes. Each roadway/street along the routes will be analyzed to determine the likely traffic and pedestrian impacts by defining whether it is likely open-cut or a trenchless crossing.

Task 111: Permitting Requirements

The Company will identify in a comprehensive list the local, state and federal permit and approval requirements for each of the project elements recommended for the transmission route. The Company will identify for each permit/approval the durations and the risks that can be defined for securing each. A permitting matrix will be developed to summarize the findings of this task. Anticipated permitting agencies include TDEC, USEPA, TVA, TDOT, Railroad, TWRA, and USACE. Inter-basin transfer will be an important consideration of the project.

Task 112: Raw Water Transmission Main Alternative

The Company will include evaluation of a single raw water transmission main alternative. The evaluation will include pipe material considerations and other considerations that would represent differences from the finished water transmission main. Only one alternative will be considered and priced and will be based on the recommended finished water transmission main route.

Task 113: Design and Construction Schedule

The Company will develop a detailed design, permitting, easement acquisition, and construction schedule for the recommended route to define the contractual durations to be incorporated into the overall project schedule. MVUD and partners anticipate the need for the project to be online and operational no later than 2033. The Company will evaluate alternatives and feasibility to deliver water on a more aggressive schedule to meet near-term needs of the communities to be served.

Task 114: Opinion of Probable Construction Cost

The Company will develop a Class 5 Opinion of Probable Construction Costs (OPCC) in accordance with the AACE Classifications (Association for the Advancement of Cost Engineering) for the purpose of comparing transmission main, pumping, and storage alternatives. OPCC will be provided for each of the three defined demand scenarios with each routing variation, as well as the raw water transmission main alternative. OPCC will include consideration of project phasing.

The Company understands a parallel effort is underway by HVUD to identify the cost to expand their treatment and transmission facilities necessary to accommodate the same scenarios defined in the Project Background. The Company will not develop the cost for HVUD's improvements as part of this feasibility study, but will summarize the estimated cost for HVUD improvements provided by others into the OPCC writeup as part of the overall OPCC.

Task 115: Operational Cost

The Company will develop an estimated cost of operating the new transmission main and associated facilities. Operational costs will consider water loss, pump station operation, storage facility, water quality, long-term maintenance, on-call maintenance contracts, and other potential costs that will impact the long-term operation of the transmission main and associated infrastructure.

Task 116: Cost of Service and Rate Analysis (Optional Task)

The Company will develop a financial model to evaluate revenue requirements associated with the construction and operation of shared infrastructure that will enable MVUD to provide service to a new regional partner. The financial model will result in a projection of total annual costs to provide that new service over an established planning horizon.

The Company will evaluate equitable cost allocation methodologies for capital, operating, and maintenance expenses associated with any new or existing infrastructure that will provide a benefit to multiple parties or participants. Cost allocations will be developed in accordance with industry standard principles and alternate cost allocation methodologies will be modeled to facilitate the impacts of different "what if" scenario analysis.

Based on the results of the cost allocation process, the Company will quantitatively assess the required impacts to each stakeholder in terms of user rates and fees to meet the new regional project revenue requirements.

Task 117: Technical Memorandum

The Company will develop a Technical Memorandum of the transmission main route alternatives to include GIS-based maps of routes evaluated, a discussion of the key drivers for route evaluations, criteria on which the assessment is based, a summary of the data on which the assessment is based, the opinion of probable construction costs and recommendations for the transmission main route.

Schedule

1. Notice to Proceed for this Feasibility Study is anticipated to be March 1, 2025. Should the NTP be beyond this date, it is agreed that some schedule modifications may be required to allow the Company to complete the project within the allocated timeframe.

2. It is understood the initial HDR model scenario will be based on the preliminary route developed by MVUD and identified in the attached **Exhibit C**. It is anticipated that HDR will complete the initial water model by April 1, 2025. Once the initial water model is completed, HDR will be available to perform modeling scenarios for the finished water transmission mains. It is assumed that the results of the modeling for the three finished water route alternatives will be received by the Company by May 1, 2025.

3. The Company will complete the evaluation and deliver a draft Technical Memorandum to MVUD on July 1, 2025.

4. The Company will develop a final Technical Memorandum based on feedback from MVUD and stakeholders with anticipation it will be delivered as part of the package of information being developed for submittal (by others) to the State of Tennessee no later than November 1, 2025.

Project Meetings and Workshops

1. The Company will conduct a project kick-off meeting with MVUD for the purpose of reviewing the scope, establishing lines of communication, and reviewing the project schedule.

2. The Company will conduct virtual weekly Progress Meetings with MVUD for the purpose of reviewing project status, ongoing activities, specific needs or information required for project execution, required coordination with other consultants, and pending activities.

3. The Company will conduct a final workshop to present the findings of the study to MVUD.

4. The Company will schedule and conduct meetings as required with regulatory authorities and other potential governing bodies for completion of the tasks herein.

5. Subsequent to delivery of the draft TM, the Company will attend MVUD Board meetings, Partner meetings, and support the delivery of technical content related to the transmission facilities. It is assumed three (3) meetings will occur. It is assumed these meetings will be conducted and hosted by MVUD.

Deliverables

The Company will develop a Water Transmission Route Memorandum. It will be submitted in draft format and be finalized following MVUD review. The Memorandum will be delivered electronically.

Exclusions

The following items reflect specific tasks that are not included in the scope and fee without further negotiations for the scope and fee associated with each and subsequent contract amendment(s).

1. The Company is not performing land surveying or sub-surface exploration as part of this scope.
2. The Company will not be required to develop population and/or demand projections. The basis of planning will be defined by prior reported projections or guidance provided by MVUD.
3. The development of easement and ROW plats, and assistance with easement acquisition are not included.
4. Development of the HVUD cost estimate is not included.
5. No field activities to complete full cultural or historical surveys, phase evaluations, or wetlands surveys specific to the routes will be completed as part of this feasibility study.

EXHIBIT B – RATE SCHEDULE

The not-to-exceed price, including all fees and expenses, for the scope of work outlined above is **$ 296,000** and will be billed based on the Hourly Billing Rates included in this Exhibit B. The following table provides an anticipated breakdown of the not-to-exceed price. The actual breakdown may differ, but the total price, including all fees and expenses, will not exceed **$ 296,000**. Expenses will be billed at cost **PLUS 10%.**

Mallory Valley Utility District (MVUD)

Feasibility Study

Task	Combined Total	
	Estimated Hours	Estimated Fee
Task 101: Hydraulic Modeling Coordination	32	$ 8,800.00
Task 102: Route Alternatives	179	$ 36,880.00
Task 103: Pipe Materials	26	$ 5,390.00
Task 104: Water Quality Considerations	40	$ 9,170.00
Task 105: Trenchless Crossings	50	$ 11,110.00
Task 106: Pumping and Storage	58	$ 15,730.00
Task 107: Additional Field Information	82	$ 13,950.00
Task 108: Environmental, Cultural, and Historical	44	$ 8,690.00
Task 109: Easement Identification	56	$ 11,880.00
Task 110: Traffic Impact Review	10	$ 2,750.00
Task 111: Permitting Requirements	90	$ 17,470.00
Task 112: Raw Water Transmission Main Alternative	30	$ 6,490.00
Task 113: Design and Construction Schedule	52	$ 11,230.00
Task 114: OPCC	71	$ 15,430.00
Task 115: Operational Cost	20	$ 4,620.00
Task 116: Cost of Service Rate Analysis	82	$ 23,100.00
Task 117: Technical Memorandum	124	$ 30,800.00
Project Workshops	144	$ 22,460.00
Project Management / Progress Meetings	154	$ 26,750.00
Expenses		$ 13,300.00
Total	1,344	$ 296,000.00

Billing Rates

Brasfield & Gorrie L.L.C.

Brasfield & Gorrie Billing Classification	Unit	Hourly Billing Rate 2025
Operations Manager	HR	$ 203
Project Director	HR	$ 198
Senior Project Manager	HR	$ 191
Project Manager	HR	$ 174
Assistant Project Manager	HR	$ 146
Senior Superintendent	HR	$ 191
Superintendent	HR	$ 174
Chief Preconstruction Manager/Chief Estimator	HR	$ 194
Senior Preconstruction Manager/Senior Estimator	HR	$ 191
Preconstruction Manager/Estimator	HR	$ 174
Assistant Preconstruction Manager/Assistant Estimator	HR	$ 146
Scheduler	HR	$ 191
VDC Manager	HR	$ 174
Administrative Assistant / Preconstruction Assistant	HR	$ 104
Senior Project Accountant	HR	$ 104
Co-Op/Intern	HR	$ 58

Billing Rates

Hazen & Sawyer

Hazen & Sawyer Billing Classification	Unit	H&S Rate 2025	* Hourly Billing Rate 2025
Vice President	HR	$ 295	$ 325
Associate Vice President	HR	$ 280	$ 308
Senior Associate	HR	$ 265	$ 292
Associate	HR	$ 240	$ 264
Sr. Principal Engineer	HR	$ 195	$ 215
Principal Engineer	HR	$ 167	$ 184
Engineer	HR	$ 154	$ 169
Assistant Engineer	HR	$ 150	$ 165
Water Quality Specialist	HR	$ 195	$ 215
Sr. Principal Scientist	HR	$ 179	$ 197
Principal Scientist	HR	$ 154	$ 169
Scientist	HR	$ 134	$ 147
Assistant Scientist	HR	$ 121	$ 133
Sr. Principal Architect	HR	$ 185	$ 204
Principal Architect	HR	$ 161	$ 177
Architect	HR	$ 145	$ 160
Assistant Architect	HR	$ 135	$ 149
Sr. Hydraulic Modeler	HR	$ 218	$ 240
Hydraulic Modeler	HR	$ 156	$ 172
Sr. Principal Designer	HR	$ 208	$ 229
Principal Designer	HR	$ 172	$ 189
Senior Designer	HR	$ 141	$ 155
Designer/Technician	HR	$ 129	$ 142
Drafter	HR	$ 114	$ 125
Construction Manager	HR	$ 205	$ 226
Sr. Field Coordinator	HR	$ 165	$ 182
Field Coordinator	HR	$ 150	$ 165
Sr. Field Inspector	HR	$ 156	$ 172
Field Inspector	HR	$ 133	$ 146
Administrator	HR	$ 122	$ 134
Intern/Co-Op	HR	$ 81	$ 89

*Billable Rate includes B&G Markup

EXHIBIT C – MVUD PRELIMINARY ROUTE

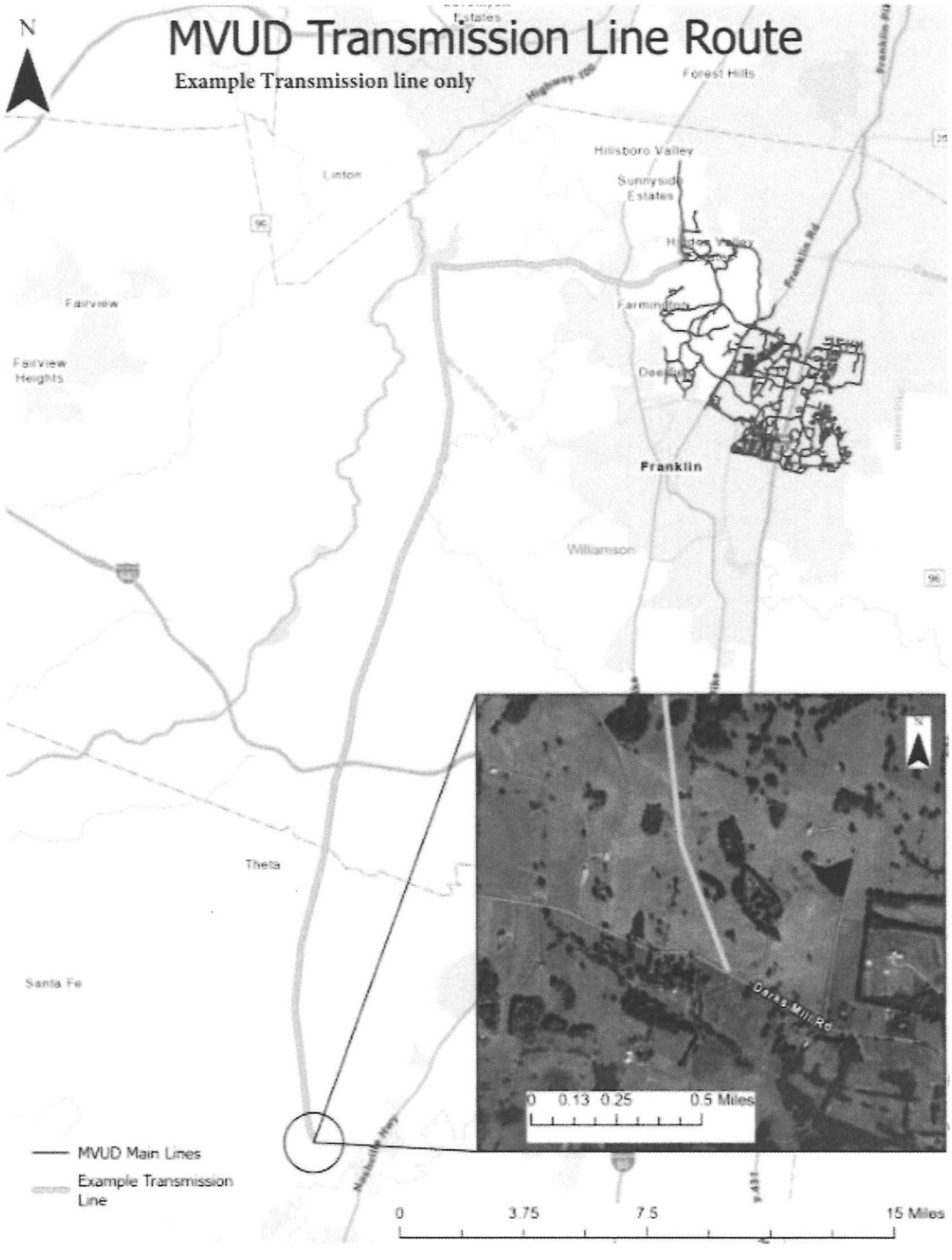

EXHIBIT 2

(proposal from HDR Engineering, Inc.)

December 31, 2024

Mr. Bobby Nutt
Mallory Valley Utility District
Assistant General Manager
465 Duke Drive
Franklin, TN 37067

RE: Hydraulic Modeling Services for the Maury County Transmission Line

Dear Bobby,

HDR is pleased to present our proposal for providing hydraulic modeling services for the proposed Maury County Transmission Main Feasibility Study. HDR's scope of work will include hydraulic modeling to support the sizing of the proposed transmission main and conceptual capacity and preliminary locations of storage and/or pumping systems. HDR will build the base model and develop three (3) alternative scenarios, the results of which will be provided to the Feasibility Study Team prior to the commencement of their work. HDR will coordinate with the Feasibility Study Team and perform ongoing modeling through the Study phase. Once the modeling is completed HDR will provide a Technical Memorandum (TM) summarizing the modeling findings, to be included as an appendix to the Feasibility Study.

The following task descriptions provide a detailed summary of our proposed services.

Detailed Scope of Work

Task 1 – Project Management

This task will include the following:

- Project Planning and Execution of Quality Control Plan
- Internal Coordination Meetings
- Ongoing Coordination with MVUD and Outside Utilities and Firms
- External Meetings
    - Kick-off Meeting with MVUD
    - Progress Meetings with MVUD During Model Development (Assume Bi-weekly March-April)
- Invoice Review and Progress Reports

Task 2 – Water Modeling

This task will include the following:

- Based on the proposed TVA alignment, HDR will develop a draft profile for the transmission main (approximately 34 miles) to Maury County, Tennessee.
- HDR will develop a transmission main model utilizing InfoWater Pro based on boundary conditions at the point of connection (currently the Mallory Valley Beech Creek master meter with Harpeth Valley Utilities District) based on up to three (3) demand scenarios.
- HDR will develop preliminary design criteria for the transmission main including minimum and maximum velocity, headloss gradient, and water age. A diurnal curve for the proposed demand scenarios will also be developed and utilized as part of our modeling criteria.
- HDR will provide the following to the Feasibility Study team, including:
    - Recommended Pipe Size
    - Recommended Hydraulic Grade Line Parameters
    - Summary of modeling results for up to three (3) alternatives to include need for additional pumping and/or storage to convey the demand to Maury County.
        - The results to be shared will include velocity, headloss, water age, pressure, storage and/or pumping configurations.
- HDR will participate in three (3) coordination meetings with MVUD and the Feasibility Study Team, including:
    - Kick-off meeting when the Feasibility Study commences (April-May)
    - One check-in meeting mid-way through the Feasibility Study (May-June)
    - Final Review meeting
- HDR will coordinate with the Feasibility Study team and provide modeling assistance throughout the Study phase, assumed to be May 1-July 1.
- The comments received during the coordination meetings will be incorporated into the final technical memorandum.

Assumptions:

- MVUD will provide all request information and background data requested by HDR for development of the water model prior to March 1.
- The transmission main will not utilize existing MVUD infrastructure, so modeling of MVUD's system will not be included in this analysis.
- Storage and/or pumping alternatives developed will be conceptual in nature for the purposes of sizing infrastructure and providing sufficient information for the Feasibility Team to develop planning level (AACE Class 5) estimates of probable construction cost.

Task 3 – Technical Memorandum

This task will include the following:

- Development of a draft technical memorandum (TM) to provide to the Feasibility Study Team by May 1. This TM will define the boundary conditions used to build the model and the demand scenarios run to develop the three (3) alternatives, document the results of the model runs and the pipeline sizing, storage, and pumping concept recommendations.
- After the Feasibility Study is complete, HDR will update and finalize the TM to reflect the updated modeling scenarios that were developed in coordination with the Study Team. This final TM will be delivered to MVUD and the Feasibility Study Team by July 1 for inclusion in the Feasibility Study.

Proposed Schedule

HDR understands that this modeling scope of work will need to be completed in conjunction with the Preliminary Transmission Main Feasibility Study, which is to be completed by July 1, 2025. HDR proposes to complete this scope of work with the following schedule:

- March 1: Commence Development of Model
- Early April: Base Model Built, Develop Alternatives and Run Modeling Scenarios
- Early May: Provide Draft TM with Baseline Recommendations
- May – July 1: Coordination and Ongoing Modeling with Feasibility Study Team

This schedule is dependent upon receiving all necessary background information prior to starting the work and receiving timely responses to requests for information and coordination meetings with all parties.

Proposed Fee

HDR Proposes to execute the proposed scope of work for the lump sum fee of $59,800.

HDR or MVUD may terminate this agreement for any reason upon ten calendar days written notice (delivered by certified mail, return receipt requested). In the event this agreement terminates for any reason, the lump sum fee of $59,800 shall be prorated on a percentage of Project completion basis as such percentage is reasonably determined by HDR, so that HDR only receives payment for services rendered prior to receipt of the written termination notice. HDR will provide MVUD with documentation showing the basis for prorating the lump sum fee, as described in the preceding sentence.

Sincerely,
HDR Engineering, Inc

Signature	Signature	Signature
Savannah Wing, PE	Kyle Guthrie, PE	Ron Coker
Name	Name	Name
Project Manager	Vice President/Area Manager	President
Title	Title	Title
HDR Engineering	**HDR Engineering**	**Mallory Valley Utility District**