

July 16, 2026

Mr. Phillip Grooms, City Manager
City of Mount Pleasant
100 Public Square
Mount Pleasant, TN 38474

Dear Mr. Grooms:

Subject: Proposal for Professional Services
Hay Long Avenue
Belle Meade, Tennessee
CEC Project 363-367

1.0 INTRODUCTION & PURPOSE

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Mount Pleasant for professional services as discussed and requested. Our preparation of this proposal is based on discussions with the City pertaining to the need for the rehabilitation of stormwater infrastructure, utilities, roadway, and sidewalks along Hay Long Avenue and Goodloe Street. CEC understands the City desires to utilize the roadway for stormwater detention.

2.0 SCOPE OF SERVICES

2.1 Task 0001 – Topographic Survey

CEC will conduct a field-run Topographic Survey along the route within the blue-bounded area as shown on the attached Figure 1. The area being further described as follows:

Along Hay Long Avenue, from the intersection with N College Street on the west end, the survey will extend easterly approximately 2,650 feet to N Main Street on the east end. The survey width being approximately 80 feet or 40 feet each side of the existing centerline of the road.

Along Goodloe Street, from the intersection with Hay Long Avenue, the survey will extend northerly approximately 700 feet to its end and then continue approximately 50 more feet to the toe of bank of an existing creek. The survey width being approximately 50 feet or 25 feet each side of the existing centerline of the road.

CEC will locate existing property and right-of-way (ROW) monumentation along with field evidence of occupation/possession lines within the limits of survey (approximately 65 tracts). CEC will establish the approximate ROW, property sidelines, and easements that run contiguous to the ROW within the survey area from current deeds and/or plats of record in combination with field evidence located. CEC assumes there will be sufficient monumentation and evidence found during the course of the field survey to adequately define the approximate ROW, sidelines, and easements. Property owner information will be provided based on current deeds and or tax records. A General Property Survey as defined by the Standards of Practice for Land Surveyors in TN is not included as part of this proposal.

Within the area of topographic survey, grade breaks and ground elevations will be collected to generate a topographic surface model with contours being generated at one-foot intervals. Invert elevations, pipe sizes, and pipe material (storm only) of the storm and sanitary sewer structures will be obtained, if accessible and/or visible, within the survey limits. Individual stand-alone trees will be located. Inside wooded or brush areas, individual trees will not be located, but the tree drip line or edge of brush line will be located.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the Tennessee One Call System (TOCS)*. It is CEC's experience that TOCS may not respond to a request for markings unless excavation activities are involved. TOCS 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.

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 Mount Pleasant hereby grants CEC or represents and warrants (if the site is not owned by the City of Mount Pleasant) 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.

3.0 PROPOSED DELIVERABLES

Proposed Deliverables	Quantity
Topographic Survey	1

4.0 ESTIMATED FEES AND SCHEDULE

Fees proposed are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised fees for your approval prior to proceeding. The estimated fee to perform the scope of services outlined above is provided below:

Task	Estimated Duration	Notes on Duration	Estimated Fee
Task 0001 – Topographic Survey	2 months, weather permitting	Begin within one week of receipt of executed Agreement	\$93,500

Invoicing of professional services will be at 2.0 times labor cost and will not exceed the estimated fee without authorization from the City of Mount Pleasant. A Technology and Office Service Fee, equivalent to 3% of professional fees, will be added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services, will be invoiced at cost, plus a 10% administrative fee.

CEC will commence work upon receipt of the signed executed Agreement. As work progresses, CEC will present invoices every four weeks with payment due within 30 days.

5.0 CLOSING

CEC appreciates the opportunity to provide the City of Mount Pleasant with this proposal for professional services. Should you have any questions or require additional information, please do not hesitate to contact us at 615-333-7797 or via email at jjthornton@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



JJ Thornton, P.E.
Project Manager



Jeffrey Shaver, P.E., CFM, CPESC
Vice President



Michael K. Story, RLS, CFS
Senior Project Manager

Enclosures: Figure 1
Terms and Conditions

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

CEC Project 363-367, dated July 16, 2026
ACCEPTED BY: The City of Mount Pleasant

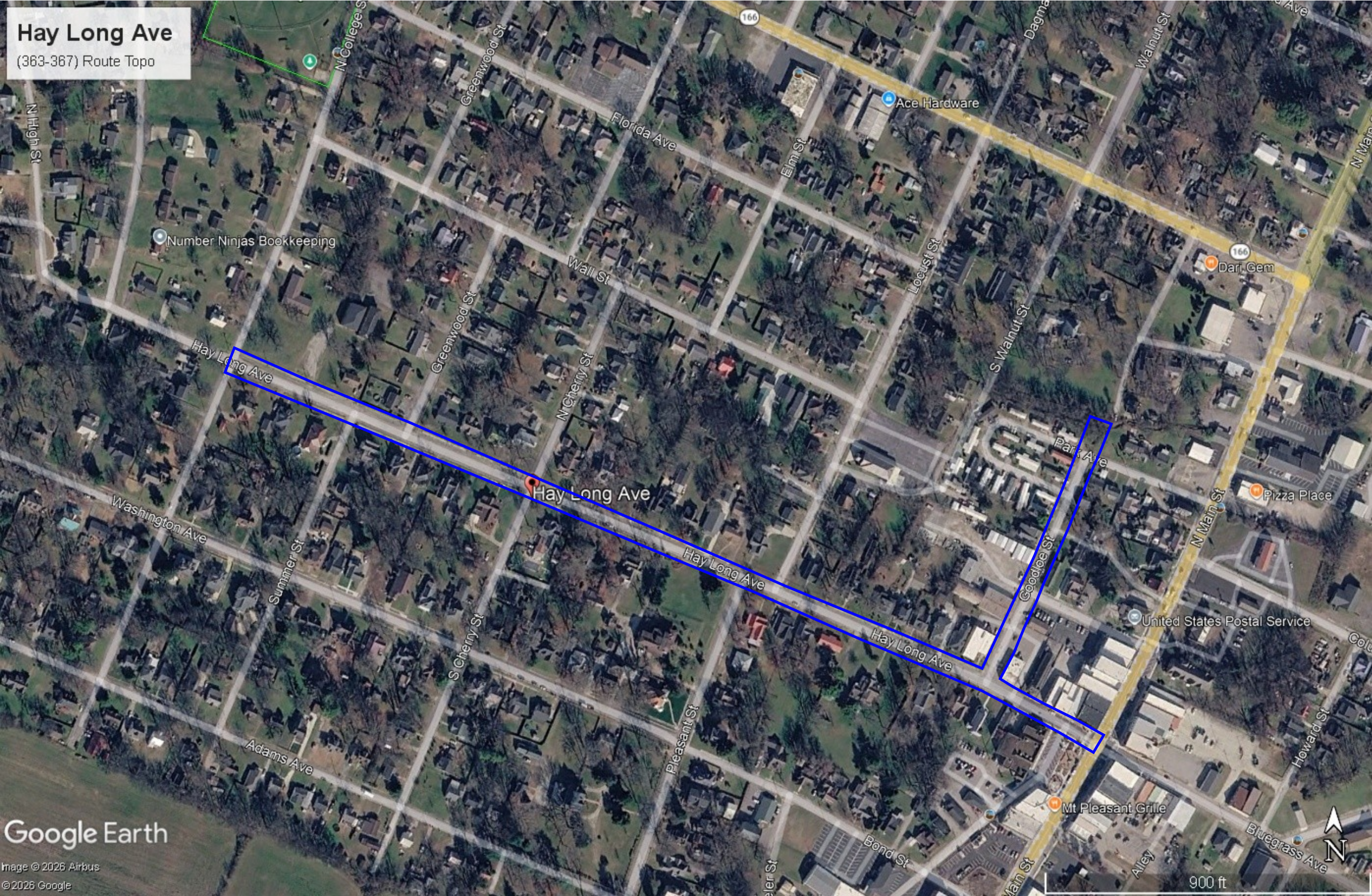
Signature: _____

Date: _____

Name: _____

Title: _____

Figure 1



1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL or any other document provided by CLIENT, these TERMS shall take precedence.

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, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional services provider. 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.

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.

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.

6. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractors 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 in relation to working conditions of the site. CEC shall be responsible for the safety of its own personnel in performance of the services. 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 work on site as set forth in the PROPOSAL, CEC will report on its 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 or other related field services. CEC does not have the duty to reject or stop work of CLIENT, its contractors, or its agents.

7. BILLING AND PAYMENTS

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

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #002272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

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

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

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

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

8. CHANGES

8.1. Changes: Upon a change in CEC's scope of services, discovery of unforeseen conditions, or any direction or instruction by CLIENT 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 amending the AGREEMENT price and schedule.

8.2. Unauthorized Changes: If changes are made to CEC WORK PRODUCT 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.

9. 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.

10. INSURANCE

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

11. ALLOCATION OF RISK

11.1. 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.

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

11.3. Indemnification: CEC shall indemnify CLIENT from and against third party claims or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

12. 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. CEC may immediately suspend performance of its services and terminate this AGREEMENT upon written notice if CLIENT becomes insolvent or bankrupt.

13. GOVERNING LAW

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

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.

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

15. 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.

16. OWNERSHIP

16.1. "Intellectual Property" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) copyrights and all registrations and applications for registration thereof; (b) trade secrets and know-how; (c) patents and patent applications; and (d) other intellectual property and related proprietary rights owned or licensed by a party hereto. "Background Intellectual Property" means the Intellectual Property of a party created or developed prior to the effective date of this AGREEMENT and/or independently of the work performed by the party pursuant to this AGREEMENT. Except for the licenses granted hereunder, all rights in a party's Intellectual Property and Background Intellectual Property are otherwise reserved.

16.2. CEC shall retain all rights, title, and interest in and to all Intellectual Property in all drawings, specifications, documents, or other tools or materials ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CEC hereby grants CLIENT a limited, non-exclusive, non-transferable, non-sublicensable license: (a) to use and reproduce the WORK PRODUCT solely for CLIENT's own internal business purposes; and (b) to use CEC'S Background Intellectual Property solely to the extent that: it is incorporated into the WORK PRODUCT, and a license thereof is necessary to use and reproduce the WORK PRODUCT. CLIENT shall not disclose or use the WORK PRODUCT with CLIENT's other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

16.3. CLIENT shall not use the name, logo, or marks of CEC in any publicity releases, interviews, promotional or marketing materials, or public announcements without the prior written approval of CEC.

17. FILE RETENTION

Upon conclusion of the services, CEC will close its project file and archive for storage. CEC reserves the right to destroy all file information within seven (7) years after conclusion of the services.

18. 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), 10 (Insurance), 11 (Allocation of Risk), 13 (Governing Law), 14 (Dispute Resolution), and 16 (Ownership) shall survive termination of the AGREEMENT.

END OF TERMS