



City Commission Meeting Agenda

Tuesday, August 20, 2024 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval/Correction of Minutes from Prior Meetings**
 - A. Study Session - July 11, 2024
 - B. Regular Session - July 16, 2024
5. **Completion/review of Unfinished Business from prior meeting**
6. **Awards/Presentations/Appointments**
 - A. Proclamation - Nathan Bellamy
7. **Monthly report from Mayor**
8. **Monthly financial/budget report**
9. **Monthly report from City Manager**
10. **Special reports from other City Departments or Committees if applicable**
 - A. Wastewater Liaison Report
 - B. Mount Pleasant Gas System Report
11. **New Business**

(Comments from citizens may or may not be included, dependent on the issues.)

 - A. Resolution 2024-21 - A Resolution authorizing the City of Mount Pleasant, Tennessee to participate in the Public Entity Partners' "Property Conservation" Matching Grant Program.
 - B. Resolution 2024-22 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Civil and Environmental Consultants, Inc. for Water Meter Replacements.
 - C. Resolution 2024-23 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Civil and Environmental Consultants, Inc. for improvements to the City's Water Treatment Plant.
 - D. Resolution 2024-24 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Barge Design Solutions, Inc. for Wastewater Treatment Plant Disinfection Improvements.
 - E. Resolution 2024-25 - A Resolution authorizing the City of Mount Pleasant, Tennessee to accept the Fiscal Year 2023 Assistance to Firefighters Grant.

- F.** Resolution 2024-26 - A Resolution authorizing the execution and delivery of an Equipment Lease/Purchase Agreement for four Police Department vehicles and one Fire Department vehicle and related instruments, and determining other matters in connection therewith.
- G.** Approval of Two-Week Water Leak Survey
- H.** Facade Grant Approval of Bids for 105 Broadway Street
- I.** Kate Collier Memorandum of Understanding
- J.** CT Consultants Work Change Order No. 1 - Downtown Revitalization - Phase I
- K.** Authority to authorize change orders not to exceed \$25,000 by the City Manager.

12. General comments from citizens (May be limited in time and/or number of comments.)

13. Board/Staff Comments/Adjournment

**MOUNT PLEASANT CITY COMMISSION
STUDY SESSION MINUTES**

The Mount Pleasant Mayor and City Commissioners met for its regular study session on Thursday, July 11, 2024 at 6:00 pm at the Mount Pleasant Tom Hardin Room.

Those in attendance were: Bill White, Mayor; Jacqueline Grandberry, Vice Mayor; Mike Davis, Willie Alderson and Pam Johnston, Commissioners; no attorney present; Staff and Public.

Mayor White called the meeting to order.

BARGE DESIGN - SEWER UPDATE

Mr. Grooms presented the sewer update.

Commissioners discussed. No action taken.

MAYOR’S APPOINTMENT – MOUNT PLEASANT ZONING APPEALS BOARD & MOUNT PLEASANT HISTORIC ZONING COMMISSION.

Mayor White discussed appointing Mr. Terry Brewer to the Mount Pleasant Board of Zoning Appeals to replace Kris Irvin who is on the Mount Pleasant Planning Commission Board now.

Commissioners discussed. No action taken.

Mayor White discussed reappointing Freddie Walker to the Mount Pleasant Historic Zoning Commission.

Commissioners discussed. No action taken.

RESOLUTION 2024-17 - A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING A PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT POWER SYSTEM FOR FY 2024-2025.

Mr. Grooms stated this is a resolution the City passes each year for the in lieu of tax money from Mount Pleasant Power System.

Commissioners discussed. No action taken.

RESOLUTION 2024-18 - A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING A PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT GAS DEPARTMENT FOR FY 2024-2025.

Mr. Grooms stated this is a resolution the City passes each year for the in lieu of tax money
Commissioners discussed. No action taken.

RESOLUTION 2024-19 - RESOLUTION APPROVING AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT MUNICIPAL HOUSING AUTHORITY.

Mr. Grooms stated this is a resolution the City passes each year for the in lieu of tax money for the Mount Pleasant Municipal Housing Authority.

Commissioners discussed. No action taken.

RESOLUTION 2024-20 – A RESOLUTION APPROVING A PILOT (PAYMENT IN LIEU OF TAXES) AGREEMENT RELATED TO PROJECT MAJOR OAK.

Mr. Grooms stated this is a PILOT project for personal property only.

Commissioners discussed. No action taken.

BARGE MASTER PROFESSIONAL SERVICES AGREEMENT

Mr. Grooms stated this agreement is for on going regular sewer engineer work (to include the Lagoon Inspection).

Commissioners discussed. No action taken.

EMERGENCY AIR CONDITION PURCHASE AT FIRE HALL.

Mr. Grooms stated all Commissioners were made aware the Fire Department HVAC failed and we had to immediately replace in an emergency purchase.

Commissioners discussed. No action taken.

GENERAL COMMENTS FROM CITIZENS (MAY BE LIMITED IN TIME AND/OR NUMBER OF COMMENTS.)

No citizens signed up for public comments.

Meeting adjourned.

MAYOR

ATTEST:

RECORDER

MOUNT PLEASANT CITY COMMISSION

The Mount Pleasant Mayor and City Commissioners met for its regular session on Tuesday, July 16, 2024, at 6:00 pm at the Mount Pleasant Tom Hardin Room.

Mrs. Alderson led the pledge of allegiance. Mr. Davis gave the invocation.

Those in attendance were: Bill White, Mayor; Mike Davis, Willie Alderson, Pam Johnston, Commissioners; Chaz Molder, City Attorney; Staff; and Public. Jacqueline Grandberry, Vice-Mayor was absent.

APPROVAL/CORRECTION OF MINUTES FROM PRIOR MEETINGS

Mayor White stated there were two sets of minutes to approve the Study Session held on June 13, 2024 and the Regular Meeting held on June 18, 2024.

Mrs. Johnson made a motion to accept the Study Session minutes from June 13, 2024 and the Regular Meeting from June 18, 2024. Mrs. Alderson seconded the motion. All other commissioners were in favor. Motion passed.

PRESENTATION BY DR. MIKE TYLER ON THE LOCATOR 911.

Dr. Tyler presented a presentation on The Locator 911 safety light bulb.

Mayor White stated they are not voting on this tonight, he wants Kori to have a look at this and she is out until August 1st, because it will require an ordinance.

AWARDS/PRESENTATIONS/APPOINTMENTS

Mayor White appointed Terry Brewer to the Mount Pleasant Board of Zoning Appeals to finish out Kris Irvin’s term who is now on the Mount Pleasant Planning Commission Board.

Mrs. Alderson made a motion to appoint Terry Brewer to the Mount Pleasant Board of Zoning Appeals to finish out Kris Irvin’s term and Mr. Davis seconded the motion. All were in favor. Motion passed.

Mayor White reappointed Freddie Walker to the Mount Pleasant Historic Zoning Commission for a five-year term.

Mrs. Johnston made a motion to reappoint Freddie Walker to the Mount Pleasant Historic Zoning Commission for a five-year term, Mrs. Alderson seconded the motion. All were in favor. Motion passed.

COMPLETION/REVIEW OF UNFINISHED BUSINESS FROM PRIOR MEETING

There was no unfinished business.

MONTHLY REPORT FROM MAYOR

Mayor White thanked Smelter Service for their support of our July 4th event. He stated it went over well. He stated there will not be a Mount Pleasant Power System report because of the way the month falls. Their meeting is not until tomorrow morning.

MONTHLY FINANCIAL/BUDGET REPORT

Mrs. Cox stated the budget has been approved by the Comptroller’s office on June 28th. Two days shy of June 30th. Last year they were running a little behind and this year we were early so that was great. We received a response within less than a week. It was on June 28th which was the last working day. We were pretty excited in the Finance Office especially at the bottom section of the first page, she doesn’t see that a lot in Comptroller Office letters, where they actually commended us on our whole packet. We did a great job with our ordinance and our documentation was very organized. She is hoping when we go to “TGFOA” which is our Tennessee Government Finance Officers Association, when we go to that training this year, they usually present a list of the City’s

that get those awards. Hopefully our name will be on there this year. She sent out the financials on Friday. They are all preliminary, the books will not be closed until August. We still have a lot of funds to receive that usually do not get to her until 20th of every month. We haven't received all the June revenue from the State of Tennessee and the Federal revenues that we usually get. They should all be here by the end of this week. That revenue is technically May revenue and in August we actually get our June revenue, because the State runs two months behind. The Audit has already started in the month of June, budget is approved, closing the books. The girls have set the next goal and hopefully getting the GFOA national award. We should be able to apply for that next year that is our goal. Insurance went up 8% for medical and we budgeted 15% and we looked at the numbers last month and we are going to go ahead assume the cost. We will not be passing any of the cost over to the employees. Water and sewer rates were approved by the Commission in April of last year for this year to go up. That is something that will hit this month's billing when they run it at the end of the month between August and September, they will see the new billing software pick up where they will not receive post cards anymore. That is the goal on the billing section she mentioned last month.

The Commissioners thanked her for the good job.

Mrs. Cox stated she did want to commend her staff. When she came in there was a lot of change, she thinks everybody knew there were major changes. They have all just asked what she needed them to do. They are the ones who are sometimes setting the goals and she likes to see that.

Mr. Davis made the motion to accept the monthly Financial/Budget Report as presented, Mrs. Johnston seconded the motion. All were in favor. Motion passed.

MONTHLY REPORT FROM CITY MANAGER

Mr. Grooms stated almost three weeks in transition with Kate is going smoothly. He would like to take this opportunity to say he appreciates them for allowing him to work in this capacity so thank you for that. He wanted to make an announcement that Todd Stewart is the Interim Fire Chief it is in the monthly report and Ben Willard is the Assistant Fire Chief. Congratulations to them. That is a position he dearly enjoyed and loved. Over the next two weeks he does want to meeting with the department heads even though he has worked with some of them for a decade or more and even staff. Just to talk to them and let them know the transition is going smoothly. He mentioned the fresh paint in the lobby. One of the things he has started looking into is to get with the Parks Commission in the near future, about the Arrow Mines Park bathroom and he hopes to have that done in 2024. The 4th of July fireworks show he has to say a big thanks to our staff, Ben and Assistant Police Chief Burgett they were a huge help and he has to say Haverly and Jennifer with Main Street we couldn't have done it without them. A special thanks to them it was amazing work they did for the event. Moving forward to next month, we will have our water engineer Rickey Oakley here. Some of the projects that we have been talking about we should have it all put together and he should be here to present those projects and submit a cost going into the future. We start a two-week water leak survey next week on water loss. Maybe we will have those results next month we will share that. Lastly in front of them they have a flyer for Water Day put on by our Water Utility Department on July 31st it's a community engagement.

SPECIAL REPORTS FROM OTHER CITY DEPARTMENTS OR COMMITTEES IF APPLICABLE.

WASTEWATER LIAISON REPORT – BARGE DESIGN SEWER UPDATE

Mr. Grooms stated they covered it all Thursday night, but Rainey Street Improvements Project it is closed out and finalized. The Wastewater Treatment Plant we talked in detail and are still waiting on a few things. Some pot hole electrical issues fixed, transformer inspection so they can set that. The Wastewater Model Project base line has been completed and now they are looking at the capacity of tools and looking at future improvement projects in the future. The sewer trunk line rehab is closed out but they are waiting for the new plant to come on line because of the surcharge so we can get that final inspection.

MOUNT PLEASANT GAS SYSTEM REPORT

Mr. Grooms stated it is the same they are still looking at an opportunity to be able to upgrade the gate station in Cherry Glen.

NEW BUSINESS (COMMENTS FROM CITIZENS MAY OR MAY NOT BE INCLUDED, DEPENDENT ON THE ISSUES.)

RESOLUTION 2024-17 - A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING A PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT POWER SYSTEM FOR FY 2024-2025.

Mayor White stated they discussed this Thursday night at the Study Session we do this on the next three and they do require a vote. They are the payment in lieu of taxes that we do every year and it is part of the budget. It is a big deal.

Mrs. Alderson made a motion to approve Resolution 2024-17 as presented, Mr. Davis seconded the motion. All were in favor. Motion passed.

RESOLUTION 2024-18 - A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING A PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT GAS DEPARTMENT FOR FY 2024-2025.

Mayor White asked if there were any questions?

Mrs. Johnston made a motion to approve Resolution 2024-18 as presented, Mrs. Alderson seconded the motion. All were in favor. Motion passed.

RESOLUTION 2024-19 - RESOLUTION APPROVING AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR THE MOUNT PLEASANT MUNICIPAL HOUSING AUTHORITY.

Mayor asked if there were any questions?

Mrs. Alderson made a motion to approve Resolution 2024-19 as presented, Mrs. Johnston seconded the motion. All were in favor. Motion passed.

RESOLUTION 2024-20 – A RESOLUTION APPROVING A PILOT (PAYMENT IN LIEU OF TAXES) AGREEMENT RELATED TO PROJECT MAJOR OAK.

Mayor White stated this project will be in Cherry Glen.

Mr. Travis Groth stated he appreciated this opportunity it is always good to be in front of them. He is happy to take any questions they have. He thinks the resolution spells out what is being requested pretty well but he thinks this is an exciting project that is a good fit for the community and will be a positive thing. He is happy to take any questions that they might have.

Mayor White stated he loved this pilot we get 100% from day one on real estate taxes.

Mr. Davis stated he appreciates what they do for our City and not only our City but our County as well, but especially Mount Pleasant.

Mr. Groth thanked him for the opportunity.

Mrs. Alderson made a motion to approve Resolution 2024-20 the pilot payment and in lieu of taxes agreement related to Project Major Oak as presented, Mrs. Johnston seconded the motion. All were in favor. Motion passed.

BARGE MASTER PROFESSIONAL SERVICES AGREEMENT

Mr. Grooms stated Barge is a company we have used for several years. This service agreement is for the next 12 months. In your packet is the agreement and also the general wastewater system assistance that we get that is estimated at \$50,000. Also, a price for the lagoons annual inspection which is \$6500.

Mayor White stated they discussed this Thursday.

Mrs. Johnston made a motion to approve Barge Master Professional Services Agreement as presented, Mrs. Alderson seconded the motion. All were in favor. Motion passed.

EMERGENCY AIR CONDITION PURCHASE AT FIRE HALL

Mayor White asked Chief Stewart if they had it ordered and if everything was on the way?

Chief Stewart stated they are here.

Mr. Grooms stated there was no motion necessary he just wanted to let them know.

GENERAL COMMENTS FROM CITIZENS (MAY BE LIMITED IN TIME AND/OR NUMBER OF COMMENTS.)

No one signed up for comments.

ADJOURNMENT

Mrs. Johnston wanted to thank Smelter Service again for helping us with the 4th of July event and thanks to everybody for their help.

Mayor White thanked Chaz, they have been here when we needed them in Kori's absence. He wanted to say thank you for the relationship that we now have between Columbia and Mount Pleasant it is excellent.

Chaz stated he believes Mrs. Jones will be back next month and he knows she is looking forward to it. Being able to see how the City of Mount Pleasant works so efficiently and being able to work with Kate and Phillip and all of them has been a pleasure and honor. He will come back anytime they will have him.

Mrs. Alderson made a motion to adjourn and Mr. Davis seconded the motion. All were in favor. Motion passed.

MAYOR

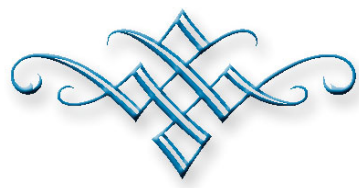
ATTEST:

RECORDER



OFFICE OF THE MAYOR
MOUNT PLEASANT, TENNESSEE

Proclamation



WHEREAS, the citizens of the City of Mount Pleasant are rightfully proud of those individuals who bring personal pride, have a dedication to success, believe in family and spiritual values and bring recognition to our City, and

WHEREAS, Nathan Bellamy, a member of Boy Scout Troop 154 in Mount Pleasant possesses these characteristics and is being recognized for his outstanding accomplishments in the Boy Scouts of America.

WHEREAS, Nathan has earned the prestigious Eagle Scout Rank (the highest rank a BSA Scout can receive). His Eagle Scout Project consisted of rehabbing the basketball court at Arrow Mines Park. This work included filling cracks, resurfacing and painting new lines on the asphalt. There were also new nets and paint for the hoop poles and backboard. He also installed a bench at the court to allow spectators a place to sit. He had several long work days in the heat of summer and was overwhelmed by the outpouring of support that was shown by the community.

WHEREAS, the City of Mount Pleasant and its Mayor and Board of Commissioners wish to join in honoring this outstanding individual for his accomplishments at this time.

NOW THEREFORE, I, Bill White, Jr., Mayor of the City of Mount Pleasant do hereby proclaim Tuesday, August 20, 2024 as

NATHAN BELLAMY DAY

and call upon all the citizens of the City of Mount Pleasant to join with us in recognizing Nathan Bellamy for his achievements and the honor of earning the rank of Eagle Scout.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

MAYOR

DATE



Mount Pleasant Wastewater System Improvements

Status Update 8/14/24

Rainey Street Sewer Improvements

- Funded solely by USDA.
- Scope includes construction of new pump station and force main across Sugar Creek.
- Finalizing Asbuilt Drawings.
- Final Adjusting Change Order Preparation and Review.
- Coordination for closing project elements.

Wastewater Treatment Plant Improvements

- Funded solely by USDA.
- Continued installation of MBR piping.
- Continued finishing of the MBR building.
- Electrical wiring pulled and terminated.
- Modifications at Lagoon headworks and pump station

Wastewater System Model

- Funded solely by the City.
- Capacity Analysis Tool (CAT) development.
- Drafting of modeling report and development of collection system projects for future capital improvement project (CIP) planning.

Sewer Trunkline Rehabilitation

- Scope includes rehab of approximately 4,300 linear feet of sewer pipeline.
- Funded by CDBG (2018 Mount Pleasant CDBG) and USDA.
- Completed project closeout.
- Line to be inspected once new wastewater treatment plant influent pumps are operational.

RESOLUTION 2024-21

A RESOLUTION AUTHORIZING THE CITY OF MOUNT PLEASANT, TENNESSEE TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS' "PROPERTY CONSERVATION" MATCHING GRANT PROGRAM

WHEREAS, the citizens of the City of Mount Pleasant have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Mount Pleasant; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the "Property Conservation" Matching Grant Program; and

WHEREAS, the City of Mount Pleasant submitted an application for the "Property Conservation" Matching Grant Program through the Loss Control Department of Public Entity Partners and the grant was awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the City of Mount Pleasant is hereby authorized to accept the funds available under the "Property Conservation" Matching Grant Program through the Loss Control Department of Public Entity Partners.

Section 2. That the City of Mount Pleasant is further authorized to provide a matching sum for the monies provided by this grant.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

RESOLUTION 2024-22

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TENNESSEE TO AUTHORIZE THE CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. FOR WATER METER REPLACEMENTS

WHEREAS, the City of Mount Pleasant, Tennessee wishes to replace water meters currently servicing residential and commercial customers to increase the accuracy of water metering and, thus, increase water revenue to accurately reflect consumption; and,

WHEREAS, Civil & Environmental Consultants, Inc. will provide engineering services to facilitate a water meter replacement project and has provided a **Proposal for Engineering Services, Water System Improvements – Water Meter Replacement**, attached hereto as **Exhibit A**; and,

WHEREAS, the City has solicited and evaluated the qualifications of professional engineering firms to provide this service; and

WHEREAS, the Commission has determined that Civil & Environmental Consultants, Inc. has the most appropriate experience, background and qualifications to provide such engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the Commission of City of Mount Pleasant hereby selects Civil & Environmental Consultants, Inc. will provide engineering services to facilitate a water meter replacement project pursuant to the **Proposal for Engineering Services, Water System Improvements – Water Meter Replacement**, attached hereto as **Exhibit A**.

Section 2. That the **Proposal for Engineering Services, Water System Improvements – Water Meter Replacement** between the City of Mount Pleasant, Tennessee and Civil & Environmental Consultants, Inc. attached hereto and incorporated as **Exhibit A** is approved and the City of Mount Pleasant, Tennessee is hereby authorized to execute same.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this ____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY



June 19, 2024

Ms. Kate Collier, City Manager
City of Mount Pleasant
100 Public Square
Mount Pleasant, TN 38474

Dear Ms. Collier:

Subject: Proposal for Engineering Services
Water System Improvements – Water Meter Replacement
CEC Project 342-952

1.0 **BACKGROUND**

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide the City of Mount Pleasant with this proposal to provide Engineering Services for a Water Meter Replacement Project. The scope will focus on replacement of 2,000 to 2,500 meters currently servicing residential and commercial customers. The meter size range in this project is from 3/4 inch to 1-1/2 inch.¹ This project will focus on increasing the accuracy of water metering and thus increasing water revenue to accurately reflect consumption. Improved metering results should reduce unaccounted water but will not reduce water demand.

2.0 **SCOPE OF WORK**

CEC will provide engineering services to facilitate a Water Meter Replacement Project. These services consist of:

1. Develop Contract Documents using EJCDC’s Buyer – Seller Agreement for Procurement Contracts and supporting documents for the City to contract with Neptune Technology Group to purchase T-10 small (3/4 to 1-inch) and T-10 intermediate (1-1/2 and 2-inch) Positive Displacement Water Meters with E-Coder remote reading capabilities. The documents will be limited to a Bid Form, Bid Bond, Agreement, Notice of Award, Notice to Proceed, technical specification for the meters purchased, and a Seller provided

¹ A separate project is currently in development for replacement of large industrial meters – 2-inches and greater.

schedule for delivery. This contract is not prepared as a project to be competitively bid but to solicit a price and schedule from Neptune Technology Group.

2. Develop Bidding/Contract Documents using EJCDC’s Contract Documents for Construction Contracts for installation of the Owner Purchased Water Meters. The bidding documents will endeavor to anticipate conditions requiring more work than a traditional meter change-out.
3. Bidding services, including advertising for bids, maintaining organized listing of plan holders, responding to Requests for Information (RFI), issuing Addenda as may be necessary, conducting bid opening, providing recommendation of award to City, assist with contract document execution, and conducting a pre-construction conference.
4. Provide construction administration services during installation of the water meters. Services include responding to RFIs during construction, review, and recommendation of pay applications and progress schedules. Monthly progress meetings will be conducted. A summary of discussion will be provided suitable for distribution to the Commissioners to apprise them of the project status.

3.0 **SCHEDULE**

<u>Tasks</u>	<u>Start</u>	<u>Complete</u>
Prepare Meter Procurement Documents	July 2024	July 2024
Prepare Construction Documents	July 2024	August 2024
Procurement of Water Meters (30 days)	August 2024	September 2024
Bidding for Construction (60 days)	September 2024	October 2024
Construction Administration (9 months)	November 2024	July 2025

4.0 **FEE**

Bidding Document Preparation and Bidding Phase

CEC proposes to prepare bidding documents and conduct the bid opening for Contracts 1 and 2 for a lump sum fee of \$42,000.

Construction Administration Phase

CEC will provide Construction Administration services during the meter installation construction contract for an estimated fee of \$28,000. Invoicing of professional services for construction administration will be on an hourly basis equal to labor cost with a 2.0 multiplier. 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 not exceed the estimated construction administration fee without approval from the City.

Task	Fee
Engineering Design Services and Bidding/Award Support (<i>Lump Sum</i>)	\$42,000
Construction Administration (<i>hourly</i>)	\$28,000
Total	\$70,000

5.0 TERMS AND AGREEMENT

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

6.0 CLOSING

CEC appreciates the opportunity to provide this proposal to the City of Mount Pleasant. If you have any questions about this proposal, please feel free to contact us at 615-333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Peter Chimera, P.E.
Project Manager



Ricky Oakley, P.E.
Principal

Copy: Ted Howell, Public Works Director
Philip Grooms, Assistant City Manager

Enclosures: CEC Terms and Conditions

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC 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 for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

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

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
 PNC Bank Routing #043000096
 CEC Account #2272405
 SWIFT & BIC Code: PNCCUS33
 Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

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

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

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

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

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

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

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

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

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the

aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the State of Tennessee will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Maury County, Tennessee, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

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

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS

RESOLUTION 2024-23

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TENNESSEE TO AUTHORIZE THE CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. FOR IMPROVEMENTS TO THE CITY’S WATER TREATMENT PLANT

WHEREAS, the City of Mount Pleasant, Tennessee wishes to improve the City’s Water Treatment Plant as part of Phase 1 WTP Improvements; and

WHEREAS, the proposed improvements include integrating a third Micro-filtration Process Unit (MF System) into the water treatment plant’s filtration system, replacing components of the existing filter units that are no longer used by the manufacturer of the MF System, and adding a Neutralization System to treat backwash water with high chemical concentrations; and,

WHEREAS, the purpose of these improvements is to improve the filtration capacity of the treatment plant and improve the plant’s effectiveness and efficiency during higher turbidity events

WHEREAS, Civil & Environmental Consultants, Inc. will provide engineering services for the improvements and has provided a **Proposal for Engineering Services, 2024 Water System Capital Projects – Phase 1 WTP Improvements**, attached hereto as **Exhibit A**; and,

WHEREAS, the City has solicited and evaluated the qualifications of professional engineering firms to provide this service; and

WHEREAS, the Commission has determined that Civil & Environmental Consultants, Inc. has the most appropriate experience, background and qualifications to provide such engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the Commission of City of Mount Pleasant hereby selects Civil & Environmental Consultants, Inc. will provide engineering services to facilitate a water meter replacement project pursuant to the **Proposal for Engineering Services, 2024 Water System Capital Projects – Phase 1 WTP Improvements**, attached hereto as **Exhibit A**.

Section 2. That the **Proposal for Engineering Services, 2024 Water System Capital Projects – Phase 1 WTP Improvements** between the City of Mount Pleasant, Tennessee and Civil & Environmental Consultants, Inc. attached hereto and incorporated as **Exhibit A** is approved and the City of Mount Pleasant, Tennessee is hereby authorized to execute same.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this ____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY



August 9, 2024

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

Dear Mr. Grooms:

Subject: Proposal for Engineering Services
2024 Water System Capital Projects – Phase 1 WTP Improvements
CEC Project 345-359

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide this proposal for engineering services to the City of Mount Pleasant for improvements to the City’s Water Treatment Plant. Engineering services will include integration of a third Micro-filtration Process Unit (MF System) similar to the existing units into the filtration system. The project also includes replacing components on the existing filter units that are no longer used by the manufacturer of the MF System and the addition of a Neutralization System to treat backwash water with high chemical concentrations. This proposal is for Phase 1 WTP Improvements.

1.0 **BACKGROUND**

In January 2024, the City of Mount Pleasant nearly lost the capacity to serve its customers due to multiple line breaks. An emergency permit was granted by the Tennessee Department of Environment and Conservation (TDEC) to allow the City to withdraw 100,000 gpd from Big Bigby Creek, and Columbia Power and Water allowed the City to purchase more water than their contract allowed during this period. Over a sustained period of high demand, the water source became more difficult to treat due to elevated turbidity readings from the Big Bigby Creek water withdrawal and snow melt. Additionally, cold water filtration is more difficult than filtration at normal water temperatures. The combination of high demand and reduced filtration capacity severely threatened water service.

Furthermore, the Water Department recognizes the Water Treatment Plant’s production is approaching 80 percent of the water available for treatment and, at the same time, a dramatic increase in requests for water service from development is taking place in Mount Pleasant. Current

peak production is approximately 1.4 MGD. Monthly water sales are less than half of the peak production or equivalent to approximately 0.62 MGD.

2.0 RECOMMENDED SOLUTION

2.1 Plan of Action

The City is implementing a multi-stage program to improve water service conditions to the service area and be prepared for future changes to the area. Not discussed in detail herein, but recognized, a concentrated effort by the Water Department is being undertaken to systematically reduce unaccounted water. This will be through a meter replacement program and a distribution system rehabilitation and line replacement program. A two-phase water treatment plant project is being considered. The first phase of the Water Treatment Plant Improvements project places an emphasis on being able to improve the effectiveness of filtration when water demand is high and raw water quality is poor. The second phase of the Water Treatment Plant Improvements will be capturing additional water to process for drinking water and will include: Recycling backwash water (potentially 50,000 to 70,000 gpd), capturing unused spring water that currently overflows the raw water tank (potentially 200,000 gpd), and possible on-site well addition.

The scope of this proposal is based on the Phase 1 Water Treatment Plant Improvements which is discussed in the balance of this offering.

2.2 Addition of 3rd Filtration Unit

The addition of a third Micro-filtration unit (MF) will improve the filtration capacity of the treatment plant by 50 percent and will allow one unit to be in a backwash event while two units remain in filtration mode. The addition of the third unit does not increase the overall treatment capacity of the plant but will improve plant effectiveness and efficiency during higher turbidity events by distributing water to 50 percent more filtration surface area.

2.3 Additional Components Included in the Water Plant Improvements Project

In addition to the new MF unit, CEC has asked the filtration manufacturer to perform an autopsy on one of the existing MF modules. The existing MF units are nine years old and could be showing signs of irreversible fouling. The results of the autopsy could result in replacing the existing modules as normal life expectancy of the micro filtration fibers is 10 to 15 years.

The inclusion of a chemical neutralization system to help with the wastewater process is proposed. The system will include an 8,000-gallon tank that will not fit into the building. The manufacturer

has responded that the tank can be an outdoor installation, but weather protection measures will need to be considered with pumps, valves and piping.

Components on the existing equipment skids will be designated for replacement to make them compatible with the new skid.

3.0 SCOPE OF SERVICES (PHASE 1)

CEC proposes to provide the following engineering services to support the City’s Water Plant Improvements Project.

3.1 Preliminary Evaluation

CEC will conduct a preliminary evaluation with the City Water Treatment Personnel at a Project Site Visit and Kick-off meeting. This visit will be to assess the initial proposed plan.

Additional work included in this phase is communication with Pall-Aria (the filter manufacturer) about specific work associated with refurbishing the existing Micro-filtration units.

Pall-Aria has proposed to perform an autopsy on one module on one of the units. Their findings will be integral in a determination regarding the need for replacement of Microfiltration modules.

CEC will lead and participate in a Pre-Planning Discussion with the Division of Water which is a TDEC requirement with any type of Plant Improvements.

3.2 Design

The deliverables for the design phase include furnishing Construction Documents: including Plans, Specifications and Contract Documents and submitting to TDEC Division of Water for their approval of the project. Specific design components necessary to provide deliverables include:

- Coordination with Pall Aria for reviews of design drawings with project development.
- Development of Plan and Section drawing to convey equipment layout including piping connections and routing.
- Small piping routing for chemical feed systems.
- Slab and Foundation design for neutralization tank. We request permission to use the Geotechnical Report prepared for the Water Treatment Plant in lieu of securing additional investigation.

- Electrical power design for filtration skid addition and neutralization skid addition.
- Electrical control wiring design for integration connections between Pall Aria CPU and Integration System.
- CEC will prepare Contract Documents using Engineers Joint Contract Documents Committee (EJCDC) documents. The bid is anticipated to be a “Lump Sum” bid with a 5 percent contract adjustment allowance for unforeseen changes that may arise. The Bid will include an allowance for the Pall-Aria equipment and their technical support including start-up and training. The Bidders will incorporate the allowance into their Bid.
- CEC will provide technical specifications for establishing minimum acceptable standards for materials and equipment.
- The Contract Documents and Technical Specification Manual will include an Appendix with documents from Pall-Aria as information to the Bidders.
- Submission of Construction Documents to TDEC for review and consideration. CEC will respond to comments as may be necessary from TDEC.
- Provide an Opinion of Probable Construction Cost for the project.

3.3 Bidding Phase Services

The project will enter into the Bidding Phase upon the City’s acceptance of the Construction Documents. CEC will assist the City of Mount Pleasant with the following:

- Advertising for and obtaining Bids for the project.
- Issuing bidding documents and managing distribution records.
- Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- Attend the bid opening, prepare bid tabulation and provide a Recommendation regarding Award of the contract. Present the recommendation at the City Commissioner’s regularly scheduled monthly meeting.
- Conduct a Pre-Construction Conference with the City and the successful Bidder at which time his designation will change from Bidder to Contractor. A summary of the Meeting will be prepared and issued to all participants.

3.4 Support During Construction

CEC will serve in the role of Engineer during construction to support the City in possible decisions encountered during construction. Note: Decisions will not be made unilaterally. Decisions will be made with the City’s input and knowledge. CEC’s role includes:

- Periodic site and construction observation visits.
- Review of shop drawing submissions.
- Respond to questions from the City or the Contractor if clarifications, interpretation, or information is needed relating to design intent.
- Review requests from Contractor for possible scope change. CEC will help facilitate the execution of what is deemed a fair and reasonable change order.
- Review periodic progress payments. Based on CEC’s observations of construction progress, CEC will furnish a recommendation of payment to the City to pay Contractor as construction progresses.
- CEC will conduct a Substantial Completion review when Contractor requests the review and only after the City is receiving beneficial use of the facilities constructed. CEC will prepare and issue a Substantial Completion Certificate and will include outstanding items excluded from the certificate. CEC will request Contractor’s release of liens and consent of surety for final payment.
- The Contractor will be required to maintain a set of drawings depicting changes from the original plans that have occurred during construction. CEC will revise the original drawings based on information provided by the Contractor to create a set of record drawings for the City.

4.0 SCHEDULE

CEC can begin the Water Treatment Plant design project within four weeks of receiving notice to proceed and anticipates it will take six months to complete the design. CEC has allowed three months for Bidding Phase services and eight months for Construction.

5.0 PROJECT COSTS AND TERMS AND CONDITIONS

Based on the information provided in the proposed scope of services, CEC proposes to perform the work for an estimated lump sum fee of **\$215,000**.

Values for the four tasks are summarized below:

1. Preliminary Investigation	\$ 21,000
2. Design Phase	\$139,000
3. Bidding Phase	\$ 16,000
4. Support During Construction	\$ 39,000
Total Project	\$215,000

Our Schedule of Terms and Conditions, which apply to the proposed work, is included as Attachment A. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

6.0 CLARIFICATIONS AND ASSUMPTIONS

- CEC pricing is based on the assumed durations in Section 4.0. Extension of the project phase duration(s) may be subject to a change order.
- CEC will support the procurement process. All purchase orders will be placed by the City.
- The ideal location for the neutralization tank is within the back property set-back requirements. It is assumed that the City will secure a variance of this requirement.
- No demolition is required for the addition of the MF system.
- Foundation design is limited to the new tank. CEC has assumed that all existing conditions including but not limited to foundation, buildings, utilities, etc. are designed and installed to meet the requirements of the new MF system and building codes.
- Shop drawing and submittal reviews do not affect the responsibility of others to perform the requirements set out in their contract documents or the final checking and coordination of dimensions, details, member sizes and fit-up, and quantities of materials as required to facilitate the submittals and shop drawings. CEC will perform shop drawing review for compliance with the design requirement.
- No modification to the existing operation is required. Hazard and Operability Study (HAZOP) or similar formal safety analysis is excluded.
- All control valves and instrumentation associated with the third filtration unit or the Neutralization skid shall be provided by Pall-Aria.
- Chemical system piping will be routed diagrammatically.
- All drawings will be prepared using CEC CAD Standards.
- Record drawings will not be stamped.
- Electrical power takeover point is within the area of work.
- Architectural, structural, civil design and site modifications are excluded.
- Heating, Ventilation and Air Conditioning (HVAC) design is excluded.
- Electrical and control design excludes the following:
 - Lighting
 - Fire detection and protection
 - All automation design, including control panels, cabinets, integration and PLC/HMI programming
 - Arc Flash analysis

Mr. Grooms – City of Mount Pleasant
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- Embedded conduits

7.0 CLOSING

CEC appreciates the opportunity to be of service to the City of Mount Pleasant. If you have any questions about this proposal, please feel free to contact Peter Chimera at (215) 200-4495 or Richard Oakley at (615) 440-7961.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Peter Chimera, P.E.
Project Manager



Richard Oakley, P.E.
Principal

Copy: Dale Brown, Public Works Director
Ted Howell, Assistant Public Works Director

Enclosures: Attachment – A: CEC Standard Terms and Conditions

ATTACHMENT A

CEC STANDARD TERMS AND CONDITIONS

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC 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.

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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 for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

8. BILLING AND PAYMENTS

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

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
 PNC Bank Routing #043000096
 CEC Account #2272405
 SWIFT & BIC Code: PNCCUS33
 Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

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

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

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

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

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

11. INSURANCE

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

12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

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

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the

aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

14. GOVERNING LAW

The law of the State of Tennessee will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Maury County, Tennessee, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

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

16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14 (Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

END OF TERMS

RESOLUTION 2024-24

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TENNESSEE TO AUTHORIZE THE CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR WASTEWATER TREATMENT PLANT DISINFECTION IMPROVEMENTS

WHEREAS, the City of Mount Pleasant, Tennessee wishes to improve the City’s Wastewater Treatment Plant by adding disinfection improvements as part of the Maury County CDBG 2023 Grant; and

WHEREAS, the proposed disinfection system will replace the existing sodium hypochlorite (disinfection) and Captor (dichlorination) system which have become aged and obsolete. The new UV disinfection system will increase the plant’s disinfection capacity. The UV disinfection system will consist of two banks with each having the capacity of treating 1.3 million gallons per day; and,

WHEREAS, the purpose of these improvements is to increase the plant’s disinfection capacity; and,

WHEREAS, Barge Design Solutions, Inc. will provide engineering services for the improvements and has provided a **Professional Services Agreement** attached hereto as **Exhibit A**; and,

WHEREAS, the City has solicited and evaluated the qualifications of professional engineering firms to provide this service; and

WHEREAS, the Commission has determined that Barge Design Solutions, Inc. has the most appropriate experience, background and qualifications to provide such engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the Commission of City of Mount Pleasant hereby selects Barge Design Solutions, Inc. will provide engineering services to facilitate the proposed disinfection system pursuant to the **Professional Services Agreement** attached hereto as **Exhibit A**.

Section 2. That the **Professional Services Agreement** between the City of Mount Pleasant, Tennessee and Barge Design Solutions, Inc. attached hereto and incorporated as **Exhibit A** is approved and the City of Mount Pleasant, Tennessee is hereby authorized to execute same.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of _____ by and between City of Mt. Pleasant (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: WWTP Disinfection Improvements

Location: Mt. Pleasant, Tennessee

Description of Project: The proposed disinfection system will replace the existing sodium hypochlorite (disinfection) and Captor (dichlorination) system which have become aged and obsolete. The new UV disinfection system will increase the plant's disinfection capacity. The UV disinfection system will consist of two banks with each having the capacity of treating 1.3 million gallons per day.

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the scope of services described in Exhibit A.
- II. **COMPENSATION:** **Client** shall compensate **BARGE** as described in Exhibit A.
- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.
- IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On

termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.

- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Mt. Pleasant	Barge Design Solutions, Inc.
By:	By:
Printed Name: Bill White	Printed Name: Jonathan Childs
Title: Mayor	Title: Senior Vice President
Address: 100 Public Square Mount Pleasant, TN 38474	Address: 615 Third Ave S Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for City of Mt. Pleasant, TN (Client) including design, bid, and construction phase services for the WWTP Disinfection Improvements, in accordance with the Professional Services Agreement (Agreement) dated _____. The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation

I. Project Description

The City of Mt. Pleasant is utilizing a Community Development Block Grant (CDBG) funds and local funds for the construction of a new ultraviolet (UV) disinfection system at the Mt. Pleasant Wastewater Treatment Plant (WWTP). Unfortunately, the recent bids for the newly designed wastewater treatment plant were in excess of the project budget. So, this project will address an important component of the wastewater treatment plant project that could not be constructed in the current WWTP Improvements project that is under construction and slated to be complete in September 2024.

The proposed UV disinfection system will replace the existing sodium hypochlorite (disinfection) and Captor (dichlorination) system which have become aged and obsolete. The new UV disinfection system will increase the plant’s disinfection capacity. The UV disinfection system will consist of two banks with each having the capacity of treating 1.3 million gallons per day.

II. Scope of Services

The scope of services is summarized into the following major tasks:

- Task 1 – Design
- Task 2 – Bid Phase Services
- Task 3 – Construction Administration
- Task 4 – Resident Project Representative

The following sections provide a description of the purpose, activities, deliverables, and assumptions anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff, coordinate with Client staff, and submit monthly invoices with updated schedules and budgets as applicable.



Task 1 – Design

This task will include development and repackaging of the UV components of the WWTP Improvements design into a separate bid package that is signed and sealed by the respective engineers of record. This also includes the specific front-end CBDG required specifications, and the submission of the bid package for TDEC Plans Approval.

This task includes one meeting to review the draft bidding documents with the client.

Final Bid Documents:

- Deliver Professional Engineer stamped bid-ready contract documents to Client.
- Coordinate with Client on bidding process and schedule.

Deliverables:

The following deliverables will be provided as part of this task:

- Bid-ready contract documents package.
 - CBDG Approved Specifications
- Submitting of final plans to TDEC for final approval and documentation of permit plans approval.

Assumptions:

The following assumptions are applicable to the above scope of services:

- CBDG standard front-end documents (Division 0) will be used; Divisions 01 through 49 will be Barge standards.
- Barge standard design procedures, drafting standards, and typical drawing details will be used in the development of the construction documents. The drawings will be 22x34 sheet size.
- Anticipated drawings include 4 general, 2 civil, 2 structural, 3 process mechanical, 1 plumbing, 1 instrumentation and controls, and 1 electrical for a total of 14 sheets.
- Barge standard master specifications will be utilized to prepare the project technical specifications. The master specifications generally conform to 49 Division CSI Master Format.
- No Opinion of Probable Construction Cost will be provided due to the nature of the rebid of this project.



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

- Redesign of any of the drawings and specification documents is not included in the scope. Just a repackaging of the drawings and specification documents for this specific project including the development of the CBDG front-end specifications that are required.
- Any abatement and/or remediation work associated with presence of hazardous materials in any of the existing facilities such as asbestos or lead paint is not included as a part of this scope of services.
- Subsurface Utility Engineering (SUE) is not included in the basic services.
- Design is based upon federal, state, and local codes in effect on the date of the Notice to Proceed.
- Bid-ready contract documents are prepared for a single bid and single construction contract with fixed price.
- Equipment pre-purchase or pre-negotiation is not required.
- All permit application fees will be paid by the Client.

Task 2 – Bid Phase Services

The bid phase services anticipated include providing bid documents for advertisement, responses to bidder inquiries, preparation of addenda, and review of bids as summarized below:

- Prepare Advertisement for Bids.
- Assist the Client with responses to bidder questions and the preparation of addenda. If needed, issue addenda to prospective bidders after approval by Client Purchasing.
- Participate in Bid Opening and prepare Bid Tabulation.
- Assist the Client with review of contractor bid packages for responsiveness and qualification, contact references of apparent low bidder, and provide recommendation for award.
- Following award of construction contract, prepare an electronic (PDF) set of conformed documents for execution and use during construction. This consists of incorporating all addenda issued on the project into the drawings and specifications, as well as incorporating all information submitted with the bid by the successful bidder.



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

Deliverables:

- Responses to bidder questions, addenda, and bid review summary and recommendation as required.
- Recommendation to award letter.
- Conformed contract documents via electronic copy of plans and specs in PDF format.

Assumptions:

- The bid phase is assumed to be one month.
- Pre-qualification of contractors is not required.
- One bid package and one bid opening are included.

Task 3 – Construction Administration

The following construction phase support services are anticipated, to assist the Client in implementing the construction contract.

- Attend pre-construction meeting with Client and the Contractor’s representatives.
- Attend monthly progress meetings with Client and the Contractor’s representatives to provide engineering support for field issues; prepare meeting agenda and summaries.
- Review Contractor’s project status reports, monthly pay applications, and change order log.
- Perform periodic site visits to review site conditions to review materials and workmanship used on the project for compliance with the contract documents.
- Review Contractor submittals for compliance with the specifications and drawings. Barge’s review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. It has been assumed that review time will be limited to the initial submittal and one resubmittal for each separately submitted item.
- Respond to Contractor requests for information (RFI), issue clarifications and interpretations of the contract documents as necessary and maintain an RFI log.



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

- Review test plans and witness field performance and acceptance tests specified in the construction specifications.
- Coordinate the services of qualified representatives of equipment manufacturers for training Client operations and maintenance staff on newly installed equipment and features.
- Perform one-day pre-final inspection and prepare construction punch list at Substantial Completion.
- Conduct one-day final inspection to verify completion of punch list and other items.
- Incorporate Contractor’s red-line markups into the electronic drawing files to capture field changes or adjustments made during the execution of the work.
- Review Contractor closeout documents for completion, including O&M documents, certificates of completion, warranties, etc.

Deliverables:

- Monthly construction progress meeting agenda, sign-in sheet, and meeting summary
- Contract correspondence, including as applicable: comments on submittals, clarifications, responses to RFIs, and site visit reports.
- Punch list at Substantial Completion
- Record documents via electronic copy of plans and specs in PDF format.

Assumptions:

- The construction phase will start in 2024 and is anticipated to take six months.
- One periodic site visits is anticipated during heavy onsite construction activities.
- Client- or contractor-directed changes that require design support during construction are not anticipated; such services can be provided as additional services to this proposal.
- No startup and commissioning services are anticipated.
- All concrete, earthwork, and structural steel testing will be furnished by others.
- Any field construction stake-out surveying or as-built surveying is by others.



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

- By performing the construction phase services, Barge shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Barge shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.
- Barge shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Barge 's employees or agents) at the site or otherwise furnishing or performing any of the Contractor's work.

Task 4 – Resident Project Representative

The following Resident Project Representative (RPR) services are included to assist the Client in implementing the construction contract.

Provide full time RPR to observe the Contractor's work and perform the services listed below. The RPR shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Barge. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or condition.

Specific services performed by the RPR are as follows:

- Conduct onsite observations of the general progress of the work to determine if the work is proceeding in accordance with the construction contract documents.
- Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents.
- Coordinate onsite materials testing services during construction.
- Assist with coordination of construction activities that may affect normal facility operations and serve as liaison between the Contractor and the Client. Review Contractor work plans for any impact to facility operations.
- Monitor work-site integrity, such as subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed.



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

- Maintain log of significant weather events that may cause the Contractor a work delay; include in construction progress reports.
- Submit weekly construction progress reports containing summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
- Review Contractor red-line markups of any field changes encountered.
- Attend substantial completion walkthrough of the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project.
- Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed.

Deliverables:

- Daily reports submitted on a weekly basis.

Assumptions:

- The RPR services are based on an six-week heavy construction period (remainder of construction contract time includes equipment submittals and lead time) 40 hours per week of representation (240 hours total).
- Special Inspections (if needed) are not included and are assumed to be separately contracted by the Client.



III. Project Schedule

Total duration to completion for the design and bid phase scope of services is anticipated to be four months. See estimated schedule breakdown below. The preliminary project schedule is shown in the table below. Tasks 3 and 4 will run in parallel. Task 4 duration represents the representation onsite during heavy construction and will start at the point when onsite work by the contractor begins.

Tasks	Duration (months)
Task 1 – Design	1
Task 2 – Bid Phase Services	3
Task 3 – Construction Administration	6
Task 4 – Resident Project Representative	1.5

Barge and Client are aware that many factors outside Barge’s control may affect Barge’s ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.



**Exhibit A, Scope of Work
WWTP Disinfection Improvements
City of Mt. Pleasant, TN
April 11, 2024**

IV. Compensation

Client agrees to pay Barge a Lump Sum Fee as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Design	Lump Sum	\$19,800
B. Bid Phase Services	Lump Sum	\$18,100
C. Construction Administration	Lump Sum	\$39,200
D. Resident Project Representative	Lump Sum	\$38,200
TOTAL		\$115,300

RESOLUTION 2024-25

A RESOLUTION AUTHORIZING THE CITY OF MOUNT PLEASANT, TENNESSEE TO ACCEPT THE FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, the Department of Homeland Security, FEMA administers the Assistance to Firefighters Grant; and,

WHEREAS, the City of Mount Pleasant submitted an application for and FEMA awarded to the City the **Fiscal Year 2023 Assistance to Firefighters Grant** in the amount of **\$115,809.52** of Federal funding; and,

WHEREAS, as a condition of this grant, the City is required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$5,790 for a total budget of \$121,600; and,

WHEREAS, the grant and the matching funds will be used to purchase NFPA compliant head-to-toe structural personal protective equipment for firefighters; and

WHEREAS, the City of Mount Pleasant wishes to accept the **Fiscal Year 2023 Assistance to Firefighters Grant** pursuant to the Award Letter attached hereto as **Exhibit A.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That the City of Mount Pleasant is hereby authorized to accept the funds available under the **Fiscal Year 2023 Assistance to Firefighters Grant** through the Department of Homeland Security, FEMA.

Section 2. That the City of Mount Pleasant is further authorized to provide a matching sum for the monies provided by this grant.

Section 3. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 4. This Resolution shall take effect immediately.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/23/2024



Phillip Grooms
CITY OF MOUNT PLEASANT
P O BOX 426
MOUNT PLEASANT, TN 38474

EMW-2023-FG-08488

Dear Phillip Grooms,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$115,809.52 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$5,790.48 for a total approved budget of \$121,600.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Farmer", is written over a horizontal line.

Robert Farmer
Acting Deputy Assistant Administrator
Acting Deputy Assistant Administrator Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF MOUNT PLEASANT
UEI-EFT: PAK1LC29TPT1
DUNS number: 089554182
Award number: EMW-2023-FG-08488

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$121,600.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$115,809.52
Non-federal	\$5,790.48
Total	\$121,600.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Complete Set of Turnout Gear				
DESCRIPTION				
NFPA compliant head-to-toe structural PPE at a cost of \$3,800 each.				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	24	\$3,800.00	\$91,200.00	Equipment

Complete Set of Turnout Gear				
DESCRIPTION				
NFPA compliant head-to-toe structural PPE at a cost of \$3,800 each.				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	8	\$3,800.00	\$30,400.00	Equipment

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF MOUNT PLEASANT
UEI-EFT: PAK1LC29TPT1
DUNS number: 089554182
Award number: EMW-2023-FG-08488

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) —be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42 Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 Acceptance of Post Award Changes
In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-08488	2. Amendment No. N/A	3. Recipient No. 626000371	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF MOUNT PLEASANT 100 PUBLIC SQ MOUNT PLEASANT, TN 38474		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Phillip Grooms		9a. Phone No. 931-3797717	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program	10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 07/23/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/30/2024 to 07/29/2026 Budget Period 07/30/2024 to 07/29/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$115,809.52	\$115,809.52	\$5,790.48
Totals			\$0.00	\$115,809.52	\$115,809.52	\$5,790.48
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Phillip Grooms	08/02/2024
18. FEMA SIGNATORY OFFICIAL (Name and Title)	
Robert Farmer, Acting Deputy Assistant Administrator Acting Deputy Assistant Administrator Grant Programs Directorate Grant Programs Directorate	DATE 07/23/2024

RESOLUTION 2024-26

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT FOR FOUR POLICE DEPARTMENT VEHICLES AND ONE FIRE DEPARTMENT VEHICLE AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH. (\$10,000,000 Small Issuer)

Lessee: City of Mount Pleasant

Equipment Lease/Purchase Agreement dated _____, 2024.

WHEREAS, the governing body of the City of Mount Pleasant, Tennessee (“Lessee”) has determined that a true and very real need exists for **four police department vehicles and one fire department vehicle** (the “Equipment”) described in the Equipment Lease/Purchase Agreement (the “Agreement”) presented to this meeting; and

WHEREAS, Lessee has taken necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting; and

WHEREAS, Lessee reasonably anticipates that it and its subordinate entities will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year as noted on the Rider 1 portion is non-applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The Executive of Lessee and other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of the hereby is, authorized to execute, acknowledge, and deliver the Agreement with any changes, insertions, and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidences by such execution and delivery of the Agreement. The county clerk of the Lessee and any other officer of the Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Lessee hereby designates the Agreement as a “qualified tax-exempt obligation” within the meaning of Section 265 (b) (3) of the Internal Revenue Code of 1986 as Amended.

Section 5. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the within Equipment Lease/Purchase Agreement is the same as presented as said meeting of the governing body of Lessee.

Approved and adopted this _____ day of _____, 2024.

WILLIAM F. WHITE, JR., MAYOR

ATTEST:

SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

KORI BLEDSOE JONES, ATTORNEY



ESTIMATE

McKim & Creed, Inc.

DATE: 8-6-24
 VISION OPP #243010
 PO: TBD/PHILLIP

Joel Townsend
 4300 Edwards Mill Rd
 Raleigh, NC 27612
 M: 770-330-2046
 E: ttownsend@mckimcreed.com

Phillip Grooms
 City Manager
 City of Mount Pleasant
 PO Box 426
 Mt. Pleasant TN. 38474
 pgrooms@mtpleasant-tn.gov
 931-379-7717 office
 931-446-5803 cell

SALESPERSON	PROJECT	PAYMENT TERMS
Thomas Townsend	Mount Pleasant Utilities Investigative Leak Detection Services 2 weeks 2nd Rnd	NET 30

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Week of Single Technician Acoustic LD	1 week (40 hours) for a single technician to perform acoustic leak detection inspection of areas in the Mt Pleasant UD Water System	2	\$7,750.00	\$15,500.00
	Note: Pricing is based on a min of 2 weeks (80 hours) being procured and conducted with 1 or more technician concurrently on site.			
Note	*Subject to the M&C_LDS Terms and Conditions"			
			SUBTOTAL	\$15,500.00
			TOTAL	\$15,500.00

Quotation prepared by: Joel Townsend _____
 Quotation approved by: Same _____

This is a quotation on the goods named, subject to the conditions noted below: Payment via Credit Card will add a 5% Processing Fee.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

MEMORANDUM OF UNDERSTANDING

WHEREAS, Kate Collier served as the City Manager of the City of Mount Pleasant for eight and a half years and retired as City Manager on July 1, 2024; and.

WHEREAS, Mrs. Collier agreed to stay on board as a part-time employee of the City to assist in transitioning the position of City Manager to Phillip Grooms; and,

WHEREAS, the City approved the transition plan and would like to further define the terms of Mrs. Collier’s part-time employment and benefits.

The parties agree as follows:

1. Term of Part-Time Employment. Mrs. Collier will be a part-time employee with no more than 20 hours per week from **July 1, 2024 through October 4, 2024** (“Transition Period”).
2. Pay. Mrs. Collier’s hourly rate will remain the same as it was during her employment as City Manager.
3. Benefits. Mrs. Collier will receive all benefits and payments due to her upon separation from the City as a full-time employee in good standing in accordance with the procedures for final paycheck issuance, her city manager contract, the City Employment Handbook, and applicable resolutions or ordinances.
4. Health Insurance. Mrs. Collier will continue to receive health insurance during the Transition Period and during the period when she is on the City’s payroll receiving paychecks for accrued and unused vacation. She will also continue to contribute to health insurance during the Transition Period and during the period when she is on the City’s payroll receiving paychecks for accrued and unused vacation.

CITY OF MOUNT PLEASANT

By: _____
William F. White, Mayor

Kate Collier

Work Change Directive No. 1

Project Title SR 166 (North Main Street) Downtown Revitalization – Phase 1 Date 8/16/24
 Federal Project No.: TAP/STP-M-166(20)
 State Project No.: 60LPLM-F1-036

Owner City of Mount Pleasant CT Project No. 20045403

Contractor(s) Adams Contracting, LLC TDOT PIN: 126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction four (4) unmarked sanitary sewer laterals were uncovered, two (2) being active, one (1) dead and one (1) unknown. Additionally, an existing AT&T duct bank was uncovered that is in conflict with the originally proposed sanitary sewer line. Utilizing the field data collected during construction, we have revised the sanitary sewer design to accommodate the conflicts. Additional labor and materials will be needed to provide temporary by-passing of the existing sanitary sewer laterals, provide connections between the new PVC sanitary sewer line and the existing VCP sanitary laterals and modify the proposed manhole that has already been fabricated for this project. The attached sketch shows the revised intent, understanding that further revisions may be needed during the excavation for the entirety of the sanitary sewer main.

Estimated Increase \$13,343.00
 Additional Time 14 Calendar Days

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract.

8/16/2024 _____
 Date CT Consultants

 Date Contractor’s Authorized Representative

 Date Owner

- DISTRIBUTION
1. Contractor
 2. Owner
 3. Project Manager
 4. File