

RESOLUTION NO. 26-55

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR CCTV INSPECTION SERVICES UNDER TASK ORDER NO. 3 – CONSTRUCTION ADMINISTRATION SERVICES IN SUPPORT OF THE CITY’S SEWER SYSTEM INFLOW AND INFILTRATION (I&I) PROGRAM

WHEREAS, the City of Spring Hill maintains an ongoing Sewer System Inflow and Infiltration (I&I) Program to evaluate, prioritize, and rehabilitate the sanitary sewer system to reduce inflow, infiltration, and sanitary sewer overflows; and

WHEREAS, the City has entered into a Continuing Services Agreement with Orchard, Hiltz & McCliment, Inc. (OHM Advisors) to provide professional engineering services in support of the Sewer System I&I Program; and

WHEREAS, Task Order No. 3 under the Continuing Services Agreement includes Construction Administration Services to support sewer system evaluation and rehabilitation efforts; and

WHEREAS, additional closed-circuit television (CCTV) inspection services are required to accelerate data collection and condition assessment within a targeted sewer basin as part of the City’s ongoing I&I efforts; and

WHEREAS, OHM Advisors will administer and manage the CCTV inspection services through a qualified subcontractor in accordance with Task Order No. 3; and

WHEREAS, the City has received a cost proposal for the CCTV inspection work with a total cost not to exceed \$450,000; and

WHEREAS, funding for these services is available within the approved budget from account 410-52405-59125 Capital Site Construction.

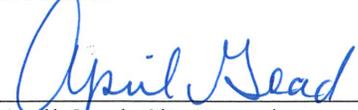
NOW, THEREFORE, BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that the expenditure of funds in an amount not to exceed \$450,000 for CCTV inspection services administered under Task Order No. 3 – Construction Administration Services, in support of the City’s Sewer System Inflow and Infiltration Program, is hereby authorized.

Passed and adopted on the 17th day of February 2026.



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen
FROM: Dan Allen, ACA, Ryan LaMunyon, AGM-Reclamation
DATE: 2/17/2026
SUBJECT: Resolution 26-55, Authorization of Funds for CCTV Inspection Services – Sewer System Inflow and Infiltration (I&I) Program.

RECOMMENDATION: Staff recommends approval of Resolution 26-55, authorizing the expenditure of funds for closed-circuit television (CCTV) inspection services administered under Task Order No. 3 – Construction Administration Services in support of the City's ongoing Sewer System Inflow and Infiltration (I&I) Program.

BACKGROUND: The City of Spring Hill continues to implement a comprehensive Sewer System Inflow and Infiltration (I&I) Program to identify system deficiencies, prioritize rehabilitation needs, and reduce excessive inflow and infiltration within the sanitary sewer system.

As part of this program, the City utilizes professional engineering services provided by Orchard, Hiltz & McCliment, Inc. (OHM Advisors) under a Continuing Services Agreement. Task Order No. 3 includes Construction Administration Services that support field investigations, inspections, and coordination necessary to advance the I&I program.

To accelerate data collection and improve system evaluation within a targeted sewer basin, additional CCTV inspection services are required. These inspections will provide detailed video documentation and condition assessments of sewer mains and service laterals, with data suitable for integration into the City's GIS and I&I prioritization efforts.

OHM Advisors will administer and manage the CCTV inspection work through a qualified subcontractor in accordance with Task Order No. 3. A proposal has been received for the inspection services with a total cost not to exceed \$450,000.

FINANCIAL IMPACT: The total cost for the CCTV inspection services is not to exceed \$450,000. Funding is available within the approved budget from account 410-52405-59125 Capital Site Construction.

SUPPORTING DOCUMENTS:

- Resolution 24-253
- City of Spring Hill I&I Program 2024-2026 Amendment No.1



City of Spring Hill | Spring Hill Water
199 Town Center Parkway
Spring Hill, Tennessee 37174
dan.allen@springhilltn.org
931-486-2252

RESOLUTION 24-253

**A RESOLUTION TO APPROVE CONTINUING SERVICE AGREEMENT
FOR OHM, INC. PROFESSIONAL SERVICES AGREEMENT FOR
INFLOW AND INFILTRATION REPAIRS**

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen approved the professional services agreement with OHM, Inc. to assist with developing a program for Inflow and Infiltration ("I&I") reduction repairs, manhole rehabilitation and maintenance with Resolution 19-92 and Amendment No. I with Resolution 20-30 and Amendment No. 02 Resolution 20-68 and Resolution 22-46; and

WHEREAS, OHM, Inc. has submitted a Continuing Service agreement to their existing contract that provided for metering plan assistance and support, flow analysis, program development and various support services in the implementation of the I&I reduction program; and

WHEREAS, all responsibilities and contractual obligations remain within the existing contract with the addition of attachment C – compensation and payment for Task 1-through 5 plus the H2O metrics software with the total project scope not to exceed cost of \$574,500.00; and

WHEREAS, the funding for this contact will be included in budget amendment no.1 I&I program funding of \$574,500.00 FY 2024-2025 and budgeted FY 2025-2026.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the continuing service agreement for OHM for I& I repairs, attached hereto
2. Authorize the mayor to sign the continuing services agreement

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 21st day of October, 2024.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-253*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: October 21, 2024
RE: To approve the contract extension with OHM for Inflow and Infiltration
ATTACHMENTS: Contract from OHM

PURPOSE:

The purpose of this memo is to request approval of continuing the contractual agreement between OHM and the City of Spring Hill, TN.

BACKGROUND:

The City entered into a contact with OHM to begin the process of developing an I&I reduction program for the sanitary sewer system with resolution 19-92 on June 17th 2019 with expanded services added through resolutions 20-30 and 20-68 and 22-46. Our current program is working with OHM providing the scope of work on an hourly basis per rates presented in the original proposal with a not to exceed amount of \$694,860 with a breakdown of tasks including:

1. Flow Meter Installation and Analysis
2. Sewer Inspection Guidance, Data Review and Rehabilitation Recommendations
3. Construction Administration
4. Field Services- SSES Inspection Assistance
5. GIS Development
6. AI CCTV Coding Software

FINANCIAL IMPACT:

This item will be funded from budget amendment no. 1 Inflow and Infiltration funds FY 24/25 of \$574,500.00 (410-52405-59121)

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-253, to approve the contract with OHM for professional services assistance with the Inflow & Infiltration program.

Task Order No. 3
Sewer System Inflow and Infiltration Program
Dated _____

To
CONTINUING SERVICES AGREEMENT
Between
Orchard, Hiltz, & McCliment, Inc.
And
CITY of SPRING HILL
Dated June 20, 2019
For
PROFESSIONAL SERVICES

CLIENT: City of SPRING HILL

PROJECT: *SEWER SYSTEM INFLOW and INFILTRATION PROGRAM*

ATTACHMENT A - SCOPE OF SERVICES

At the request of the Client, this scope of services is presented as a continuation of the Sewer System Inflow & Infiltration (I&I) Program from July 2024 through June 2026. Typical sewer system rehabilitation efforts are accomplished in a 10-15 year time frame for most utilities. The time required to meet the goals of the City, I&I reduction in this case, is a function of project goals, resources, and funding. Since the inception of this program, OHM has helped craft a program which incorporates the City's staff into the various stages and workflows of the program.

The City's NPDES discharge permit, in addition to loadings limits, lists a maximum average daily discharge volume from the Wastewater Treatment Plant (WWTP) of 5 million gallons per day (mgd). WWTP monthly influent averages exceeded 5 mgd for 4 of the first 5 months of 2024 as a result of I&I. Based on current system demands, new homes permitted for construction, and continued growth, the ability of the WWTP to stay under this limit will not be possible with the continued presence of I&I. Based on this new information, the goal of the program is to eliminate I&I from the system in a sufficient volume to allow for growth and meet permit requirements. Program results will be proportional to funding levels.

Below are general descriptions of the various services currently being provided and or anticipated as a continuation of this I&I program.

Task 1 – Flow Meter Installation and Analysis

Task 1 continues flow meter analysis and flow meter prioritization support. Several of the City's flow meters have been installed at locations which will serve as permanent installations. Some of the areas being monitored are temporary and are anticipated to be moved several times as data indicates to evaluate I&I levels in additional sewer basins/subbasins. The City has purchased 11 flow meters, in an effort to expedite flow meter coverage of the sewer system. Two of the meters have been damaged. The City anticipates purchasing 4 more flow meters for a total of 13. OHM has installed and calibrated 9 meters and will install the additional 4 meters for the City once received. OHM will manage and maintain all 13 flow meters. Detailed I&I analysis for flow meter data will be conducted as before and data analyzed as available. Basins/sub-basins with higher I&I volumes/linear foot will be targeted MACP/LACP/PACP inspection efforts by City staff. Results from inspection data will then focus rehabilitation efforts on assets contributing to I&I. Breakdown of efforts are below:

1. Continue development of GIS map for new meter districts, acreages, and populations
2. Install 13 flow meters and perform regular maintenance.
3. H2Ometrics setup for new location data feeds (13 – anticipate relocation of some meters as needed)
4. H2Ometrics subscription for twenty-four (24) months (July 2024-June 2026) to be invoiced annually

5. Flow monitor data integrity checks to identify data stream dropout once auto reporting to H2Ometrics resumes
6. I&I Analysis in H2Ometrics (DWF metrics, wet weather I&I metrics, rainfall IDF metrics, RDII metrics, map results)
7. Continue development of recommendations for I&I program (ranking of districts, methods of investigation, Capital level budget items, schedule).
8. Amend Report with new flow monitor data as available

Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations

Task 2 continues efforts related to Sanitary Sewer Evaluation Survey (SSES) prioritization, manhole gravity main, and lateral SSES inspection data review, rehabilitation plans development, client meetings, as well as program management efforts.

Sewer manhole lining construction activities will continue. Additional construction contracts will be solicited once the work is identified and construction documents are developed.

TASK 3 – Construction Administration Services

OHM will continue to provide Construction Administrative services for each manhole rehabilitation contract. Services will include:

1. Conform Executed construction contracts
2. Review contractor submittals
3. Pre-construction meetings
4. Progress Meetings
5. Process Contractors Pay Estimates
6. Contractors Annual Services Contract Renewal
7. Coordination with Contractors and City Staff on construction activities

OHM will provide Bid Phase services for each anticipated rehabilitation contract.

1. Generate advertisement for bid for Client to publish locally
2. Post advertisement for bid on QuestCDN
3. Perform bid opening, evaluation, and award recommendation

Task 4 – Field Services - Support

OHM understands that a primary function of city staff will be conducting manhole (MH) inspections during wet weather events and within the resulting “saturated” conditions thereafter. Inspections shall be conducted utilizing the City’s current ArcGIS Online (AGOL) Manhole Inspection Field Map. Locations of MH inspections being conducted will be based on the flow monitoring findings and SSES prioritization. OHM is available to assist city staff at specific times when additional efforts may be warranted.

City staff will assume primary execution of CCTV inspections. CCTV gravity main inspection priority will be coordinated as needed with sewer department staff.

While the City searches to fill the position for an I&I crew leader, OHM can provide an interim I&I Crew Leader to coordinate City and OHM efforts for inspections. This crew leader will provide training for City staff, work with City staff supervisors on scheduling crews during rain events, and provide updates on work accomplished for use in reports.

Phase 5 – GIS Development

OHM will continue to work with City staff to develop a more established GIS based operating workflow. Efforts will focus on the following general efforts but not limited to:

1. Organize ArcGIS Online (AGOL) users and relevant data.
2. Migrate data into a geodatabase, assign asset Identification Numbers, correct, or direct Client staff on any major data integrity issues which need to be addressed.

3. Publish content to the Clients AGOL account.
4. Establish Field maps, inspection forms, dashboards as required for the department's needs.
5. Meet and collaborate with City staff on use of GIS based data collection.
6. Mentor City staff on all aspects of the process, data workflow, data collection, GPS training.
7. Identify data gaps or future GIS data integrity tasks to be performed in advance of any migration to an Enterprise based system.

ATTACHMENT B –PERIOD OF SERVICE

Task	Estimated Activity Period
Task 1 – Flow Meter Installation and Analysis	July 2024 – June 2026
Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations	July 2024 – June 2026
Task 3 – Bid Phase/Construction Administration	July 2024 – June 2026
Task 4 – Field Services - SSES Inspection Assistance	July 2024 – June 2026
Task 5 – GIS Development	July 2024 – June 2026

ATTACHMENT C - COMPENSATION AND PAYMENT

Fee

OHM ADVISORS proposes to provide the Scope of Work included in this Proposal on an hourly basis per rates presented herein, and shall not exceed \$574,500 based on the task breakdown:

Task	Estimated Compensation
Task 1 – Flow Meter Installation and Analysis	
• Meter Installation/Removal	\$60,000
• Meter maintenance	\$45,000
• Analysis/report	\$30,000
Task 1 Subtotal	\$135,000
Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations	\$175,000
Task 3 – Construction Administration	\$60,000
Task 4 – Field Services - Support	\$150,000
Task 5 – GIS Development	\$20,000
Expenses - H2OMetrics	\$30,000
Direct Reimbursables	\$4,500
TOTAL	\$ 574,500

Budgets between tasks will be reallocated if necessary based on the needs and changes in scope. Should deviations in the Scope of Work cause additional work tasks or Additional Services be required, an amendment to this Proposal Amendment will be necessary. The conditions established herein will be the basis of such amendment.

City of Spring Hill
CLIENT

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT


Jim Hagaman
Mayor


Greg Sanford, P.E.
Principal

10/21/2024
Date

9/3/2024
Date

Attachments: Exhibit 1 – 2024 Hourly Rate Schedule
Exhibit 2 – Standard Terms and Conditions

AMENDMENT No. 1
Dated February 6, 2026
To
Task Order No. 3
Sewer System Inflow and Infiltration Program
Dated September 3, 2024
To
CONTINUING SERVICES AGREEMENT
Between
Orchard, Hiltz, & McCliment, Inc.
And
CITY of SPRING HILL
Dated June 20, 2019
For
PROFESSIONAL SERVICES

CLIENT: City of SPRING HILL

PROJECT: *SEWER SYSTEM INFLOW and INFILTRATION PROGRAM*

The Task Order No. 3 made as of September 3, 2024, between Orchard, Hiltz & McCliment, Inc. (CONSULTANT) and City of Spring Hill is hereby amended as set forth below.

ATTACHMENT A - SCOPE OF SERVICES

Services of CONSULTANT

The following services are an adjustment or extension of the PROJECT authorized under Task Order No. 3, dated September 3, 2024:

Task 1 – Flow Meter Installation and Analysis

There is no change to scope or fee associated with this work effort.

Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations

There is no change to scope or fee associated with this work effort.

Task 3 – Construction Administration Services

There is no change to scope or fee associated with this work effort.

Task 4 – Field Services - Support

Additional CCTV Inspection Services – Basin 1243 (Current meter 1246)

In addition to the original services, the CONSULTANT will support the City with CCTV inspection of sanitary sewer Basin 1243. These services will be coordinated and managed by the CONSULTANT and performed by a qualified subcontractor. This effort will include inspection and documentation of approximately:

- 88,000 linear feet of 8-inch gravity sewer
- 1,800 linear feet of 10-inch gravity sewer
- 4,800 linear feet of 18-inch gravity sewer

- 1,526 service laterals

CCTV inspection will include video recording, condition assessment documentation, and delivery of digital files suitable for integration into the City's GIS and SSES/I&I program prioritization efforts.

This work is intended to supplement the City's ongoing inspection program and accelerate data collection in Basin 1243 to support system evaluation and rehabilitation planning.

Subcontractor Coordination and Responsibilities

CCTV inspection services for Basin 1243 will be performed by a qualified subcontractor retained and managed by the CONSULTANT. The CONSULTANT will provide management, coordination, and administration of the CCTV work. The estimated budget for this subcontracted CCTV inspection effort shall be on a not-to-exceed basis of \$450,000.

The subcontractor shall be responsible for completing the work in accordance with its proposed schedule and for maintaining appropriate staffing, equipment, and insurance coverage necessary to perform the work. Insurance coverage shall include protection for emergency situations that may arise during CCTV inspection activities, including but not limited to stuck camera incidents and associated retrieval efforts. Retrieval assistance from the City of Spring Hill may be requested if necessary; however, any costs associated with such assistance shall be the responsibility of the subcontractor and covered under its insurance. The Consultant shall not be liable for damages caused by the subcontractor.

The CONSULTANT reserves the right to select, supplement, or replace subcontractors as necessary to maintain project schedule and performance, provided the work remains within the authorized not-to-exceed budget.

Subcontractor services will be coordinated by the CONSULTANT but performed under the subcontractor's direction and responsibility.

Changes in schedule and compensation associated with these additional services are reflected in the revised tables included in Attachment B – Period of Service and Attachment C – Compensation and Payment.

The CLIENT will assist with coordination of access to sewer system assets, traffic control coordination as needed, and communication with operations staff to support inspection activities.

Task 5 – GIS Development

There is no change to scope or fee associated with this work effort.

ATTACHMENT B –PERIOD OF SERVICE

Task	Estimated Activity Period
Task 1 – Flow Meter Installation and Analysis	July 2024 – June 2026
Task 2 – Sewer Inspections Guidance, Data Review, and Rehabilitation Recommendations	July 2024 – June 2026
Task 3 – Bid Phase/Construction Administration	July 2024 – June 2026
Task 4 – Field Services - SSES Inspection Assistance <i>Includes CCTV inspection of Basin 1243 to be completed within the existing project period.</i>	July 2024 – June 2026
Task 5 – GIS Development	July 2024 – June 2026

Potential Schedule Considerations:

The duration of Task 4 activities may be influenced by sewer access conditions, weather events, system flow conditions, and coordination with City operations. A subcontractor is expected to be prepared to begin CCTV inspection work promptly upon receipt of written authorization to proceed. These items are not anticipated to extend the overall project period.

ATTACHMENT C - COMPENSATION AND PAYMENT

Compensation under Task Order No. 3, dated September 3, 2024, between the CONSULTANT and the CLIENT, is hereby adjusted by this Amendment No. 1 as outlined below.

Fee

OHM Advisors propose to provide the Scope of Work included in Task Order No. 3, as modified by this Amendment No. 1, on an hourly basis per the rates presented herein, inclusive of subcontracted services. Estimated compensation shall be increased by \$450,000 with a Total not to exceed amount of \$1,024,500 based on the new Scope of Work.

Task	Current Compensation Allocation	Amendment No. 1
Task 1 – Flow Meter Installation and Analysis		
• Meter Installation/Removal	\$60,000	\$60,000
• Meter maintenance	\$45,000	\$45,000
• Analysis/report	\$30,000	\$30,000
Task 1 Subtotal	\$135,000	\$135,000
Task 2 – Sewer Inspections Guidance, Data Review, Rehabilitation Recommendations, and Design	\$275,000	\$275,000
Task 3 – Construction Administration	\$60,000	\$60,000
Task 4 – Field Services - Support	\$50,000	\$500,000
Task 5 – GIS Development	\$20,000	\$20,000
Expenses - H2OMetrics	\$30,000	\$30,000
Direct Reimbursables	\$4,500	\$4,500
TOTAL	\$ 574,500	\$1,024,500

Budgets between tasks may be reallocated, if necessary, based on project needs and approved changes in scope. Should deviations in the Scope of Work result in additional work tasks or Additional Services beyond the not-to-exceed amounts established herein, a formal Amendment will be required. The conditions established herein will serve as the basis for such amendment. Subcontractor invoicing will be provided as part of CONSULTANT invoicing as backup documentation of services performed.

Approval and Acceptance

Approval and acceptance of this Amendment No. 1 to Task Order No. 3, including the attachments listed herein, shall incorporate this document as part of the Continuing Services Agreement between the CLIENT and the CONSULTANT. The CONSULTANT is authorized to begin performance of the additional services described herein upon receipt of a copy of this Amendment signed by the CLIENT. The effective date of this Amendment No. 1 shall be February 6, 2026.

City of Spring Hill
CLIENT



Matt Fitterer
Mayor

2-17-2026

Date

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT



Greg Sanford, P.F.
Principal

2/19/2026

Date

- Attachments: Exhibit 1 – 2026 Hourly Rate Schedule
 Exhibit 2 – Standard Terms and Conditions
 Exhibit 3 – Spectrum Environmental Proposal for CCTV Services

AMENDMENT TO
CONTINUING SERVICES AGREEMENT

EXHIBIT 1

OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

Rates as reflected subject to review and adjustment on an annual basis.
2026 Public Rates 25-1028 (MI OH Public)

AMENDMENT TO
CONTINUING SERVICES AGREEMENT

EXHIBIT 2

TERMS & CONDITIONS



1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Tennessee firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.10 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

AMENDMENT TO
CONTINUING SERVICES AGREEMENT

EXHIBIT 3



February 5, 2026

OHM Advisors
209 10th Ave S, Suite 154
Nashville, TN 37203

Attention: Mr. Stewart Goodwin
Subject: Subbasin 1243
CCTV Inspection Services
Spring Hill, TN
Spectrum Proposal No. Q002493

Dear Stewart:

On behalf of Spectrum Industrial Services, Inc. (Spectrum), I would like to thank you for the opportunity to provide you with this proposal outlining the costs associated with your Sanitary Sewer CCTV needs. We appreciate the opportunity and are pleased to submit the following proposal.

Purpose:

Client desires to engage Spectrum to provide sanitary sewer closed-circuit television (CCTV) inspection services, and Spectrum agrees to provide such services under the terms and conditions set forth herein. **Spectrum's General Contractor license No. 14029814, State of Tennessee. Local Metro Nashville office at 1321 Murfreesboro Pike, Suite 410, Murfreesboro, TN.**

Scope:

Spectrum shall furnish all labor, supervision, equipment, materials, and incidentals necessary to perform CCTV inspection services for sanitary sewer infrastructure located within Subbasin SMH-1243, Spring Hill, Tennessee. Spectrum will provide a PACP/LACP Certified camera operator and technician for the CCTV inspection. Equipment will include one (1) Mainline CCTV truck with Lateral Launch System to inspect and code 88,000 linear feet of 8", 1,800 linear feet of 10", and 4,800 linear feet of 18" sanitary sewer pipe. Also included in the base LF Rate is 1,526 Lateral inspections up to 50 LF each.

Initials:

The inspection data from the Software will be downloaded to a 3-terabyte external hard drive daily and provided to the customer weekly for billing purposes. The downloaded data can be viewed (playback) with a standard computer's Windows Media Player and include all Adobe pdf files which will include observation reports that Identifies the Main ID Information, Distance to each Observation, Identifies the Observation and Position Location, Severity, and any Comments as necessary. Also provided are Still Images of defects located within the pipe run with comments as requested.

Additional pdf reports will include Pipe-Run Graph that provides the Sewer Main ID information and gives a visual look at the pipe run information to scale of any defects observed and provides asset length and actual surveyed length.

Spectrum estimates the services will require approximately **forty-five (45) working days**, or approximately **seventy-one (71) calendar days**, to complete. Work shall generally be performed on a schedule of **four (4) days per week at ten (10) hours per day**, subject to weather conditions, site access, and other factors beyond Spectrum's control.

The contract price includes all labor, equipment, mobilization and demobilization, personnel expenses, and living expenses necessary to perform the work described.

ITEM I
 CCTV INSPECTION SERVICES / SUBBASIN SMH-1243, SPRING HILL, TN

Description	Quantity	UOM	Unit Price	Amount
Sanitary Sewer - Mainline TV Inspection Services Including 1,526 Lateral Launch Inspections up to 50 LF each or 76,300 LF	94,600.00	LF	\$ 3.73	\$ 352,858.00
Lateral Inspections Linear Footages in excess of 76,300' will be billable per the stated LF rate		LF	\$ 2.13	

TOTAL ESTIMATED COST WITHOUT ADDITIONAL LATERAL FOOTAGES EXCEEDING 76,300' \$352,858.00.

NOTE: This Agreement and all pricing, methodologies, and work products described herein constitute confidential and proprietary information of Spectrum. Disclosure to competitors is strictly prohibited except as required by law.

Initials:

Project Authorization

To provide Spectrum with written authorization for this project, please initial each page of the proposal and sign the **Proposal Acceptance Acknowledgement** form. Retain one copy for your files and return the other copy to Spectrum. Please note that the terms and conditions are an integral part of this proposal.

Please do not hesitate to call me at (205) 664-2000 should you have any questions or comments regarding this proposal.

Sincerely,



**ROBERT KIRKLAND, SUPERINTENDENT – UTILITIES & INFRASTRUCTURE SERVICES
PIPE SERVICES DIVISION, SPECTRUM INDUSTRIAL SERVICES, INC.**



SPECTRUM

Solutions to Your Environmental Challenges

PROPOSAL ACCEPTANCE ACKNOWLEDGEMENT

<i>Project Information</i>		
Project Name Subbasin 1243		
Project Location Spring Hill, TN		
General Scope of Services CCTV Inspection Services		
Spectrum Proposal Number Q002493		Proposal Date February 5, 2026
<i>Client Information</i>		
Client/Company Name OHM Advisors		
Street Address 209 10th Ave S, Suite 154		
City Nashville	State TN	Zip 37203
Client Contact Person/Project Manager Mr. Stewart Goodwin		Telephone Number (615) 208-2406
Fax Number (615) 498-4758		Email Address/Web Address Stewart.Goodwin@ohm-advisors.com
<i>Special Instructions</i>		
<i>Proposal Acceptance by Client's Authorized Representative</i>		
The Terms and Conditions of this Proposal, including those on this page and those attached hereto are Accepted this _____ day of _____, 20_____.		
_____ <i>Print or Type Client's Name (Individual, Firm or Corporate Body Name)</i>		
_____ <i>Signature of Client's Authorized Representative</i>		
_____ <i>Print or Type Name and Title of Client's Authorized Representative</i>		

85 Spectrum Cove, Alabaster, Alabama 35007 • 205.664.2000 Office • 205.664.2142 Fax

Initials: _____

Site Specific Terms

1. All rates are assessed on a port-to-port basis with the point of origin being Spectrum's Alabaster, AL headquarters. All work has been proposed to be performed during normal business hours Monday through Friday. No weekends or Holidays have been included as part of this proposal. Should project completion time vary causing any increase or decrease in cost, we reserve the right to adjust our prices based on the rates quoted herein.
2. The above quoted estimate is just that, an estimate. Actual costs vary based upon the unit rate(s) quoted and the actual quantities utilized.
3. Client to assure ingress and egress to site is maintained throughout the project's duration.
4. Client to provide all necessary traffic control as required.
5. No sewer bypassing has been included in this proposal.
6. No sewer jetting / cleaning has been included in this proposal.
7. Payment terms shall be governed by Spectrum's standard Terms and Conditions, which are incorporated herein by reference and made a part of this Agreement.
8. Spectrum shall perform the services as an independent contractor and not as an employee, partner, or joint venturer of Client.
9. Should Spectrum be delayed due to circumstances beyond our control, delay charges may apply at our standard rate of \$280.00 per hour.
10. All applicable Federal, State, or Local taxes apply.
11. Invoicing to apply on a weekly basis and based on Linear Footage obtained.
12. Payments are accepted by cash, check, or ACH. As a service to our clients, we will continue to accept credit card payments, (Visa, MasterCard, and American Express). However, if paying by credit card, please call our accounting office. Per the PCI rules and regulations, all signed forms with credit card information must be faxed back to Spectrum for processing for security reasons. There will be a \$20 convenience fee added for payments processed by phone.
13. Payment Schedule: Spectrum will provide OHM Advisors with an external hard drive containing all Videos, PDF Reports, and Footages on a weekly basis. OHM-Advisors can download all files to an OHM Advisors server and return the hard drive to Spectrum. Spectrum will invoice on a weekly basis.
14. Terms – Net 30 Days.

Initials: