

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement (the "Agreement") is made effective the \_\_\_ day of March 2024 (the "Effective Date") by and among CH2M HILL ENGINEERS, INC. ("CH2M"), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, through the Department of Water and Sewerage Services, "METRO", (CH2M and METRO, collectively the "Parties");

WHEREAS, CH2M was retained by METRO to perform certain engineering services for the Dry Creek WWTP Ultraviolet Disinfection Project, "Project", Contract #385999;

WHEREAS, METRO has alleged that errors were made in the course of performing the services on the Project regarding the design height of the UV Channel Influent Gates, "Errors";

WHEREAS, the Parties desire to enter into this Agreement to resolve any issues with respect to the Errors in the spirit of compromise and goodwill and to avoid any potential litigation costs without admission of fault or wrongdoing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above Recitals are true and correct and incorporated herein.
2. CH2M agrees to credit METRO the sum of \$53,355.00 (FIFTY-THREE THOUSAND THREE HUNDRED FIFTY-FIVE AND NO DOLLARS) on its final invoice to METRO for professional services performed on the Project;
3. METRO Release of CH2M. For, and in consideration of, the aforementioned credits, METRO does hereby release, waive and forever discharge CH2M including, but not limited to, its insurers, directors, shareholders, officers, affiliates, subsidiaries, parents, and employees, for action and actions, cause and causes of action, known suits, debts, dues, sums of

money, account, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which METRO ever had, now has, or could have or which any personal representative, successor, heir or assign of METRO, hereafter can, shall or may have, against CH2M for, upon or by reason of any matter, cause or thing whatsoever, known and/or unknown, including, but not limited to, any and all claims and counterclaims, compulsory and/or permissive, known and/or unknown, which were or could have been brought arising from or related to the Errors.

4. No Admission of Liability. This Agreement is entered into as a gesture of good will and an expedient and cost-effective alternative to costly litigation. The Parties make no admission of liability, express or implied, by entering into this Agreement.

5. Time is of the essence for all time periods set forth herein.

6. Except as otherwise set forth above, the Parties each understand and agree that any attorneys' fees and costs incurred in connection with this matter shall be their own responsibility.

7. The validity, construction and effect of this Agreement and any and all extensions and/or modification thereof shall be governed by the laws of the State of Tennessee. Any action concerning this contract shall be brought in the Chancery or Circuit Court of Davidson County, Tennessee.

8. All Parties signing this Agreement represent that they have proper authority to execute it and have not assigned any right or obligation hereunder.

9. The Parties each acknowledge that they have been advised to consult with an attorney prior to executing this Agreement. The Parties further acknowledge that they have been represented by counsel of their choosing throughout the settlement negotiations in this matter (or they have elected to proceed without counsel), that they have had a reasonable time to consider the Agreement, and have reviewed the terms of the Agreement with its counsel. Each Party further

acknowledges that they have read this entire Agreement and understands it fully. The Parties agree that the language of this Agreement shall be construed according to its fair meaning and not strictly for or against either Party.

10. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by all Parties hereto which writing shall specifically reference the Agreement. This Agreement may be executed in counterparts and by telecopier, each of which, when executed and delivered, shall constitute an original but all counterparts shall together constitute one and the same instrument.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

12. Any waiver, express or implied, of any provision of this Agreement shall not be deemed a waiver of the entire agreement, or any other provision hereunder, or any future breach of the waived provision.

13. Nothing contained herein shall be construed to require the commission of any act contrary to law. Should there be any conflict between any provisions hereof and any present or future statute, law, ordinance, regulation, or other pronouncement having the force of law, the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remaining provisions of this Agreement shall remain in full force and effect. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of this Agreement.

**SIGNATURES BELOW**

IN WITNESS WHEREOF I have hereunto set my hand and seal to this Settlement

Agreement and Mutual Release this 1<sup>st</sup> day of March 2024.

CH2M HILL ENGINEERS, INC.

By: [Signature]  
Print Name: Robert Cook  
Title: Manager of Projects

STATE OF TENNESSEE )  
  ) ss:  
COUNTY OF KNOX )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of MARCH, 2024 by Robert Cook as Manager of Projects of CH2M Hill Engineers Inc., on behalf of the company. He/she is personally known to me or has produced DRIVERS LICENSE as identification.

[Signature]

NOTARY PUBLIC, STATE OF TENNESSEE

BROCK DUNHAM  
(Print, Type or Stamp Commissioned Name of Notary Public)



