Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Agenda - Final

Monday, June 22, 2026
6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15

Public Hearing Notice **1764**

Attachments: Public Hearing Notice - 6-22-2026

1. Call to Order & Declare a Quorum Present

2. Set Agenda

3. Invocation & Pledge of Allegiance

4. Approval of Minutes

4.A. Work Session Minutes - 6-8-2026 **1762**

Attachments: Meeting Minutes to be Approved - Work Session - 6-8-2026

4.B. Meeting Minutes - 6-8-2026 **1763**

Attachments: Meeting Minutes to be Approved - 6-8-2026

5. Citizens Comments

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

6. Commissioner Reports & Comments

7. City Manager's Report

8. Consent Agenda Items

8.A. A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT MINI-PUMPER TRUCK AS SURPLUS TO BE SOLD **1765**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Executive Summary

8.B. A RESOLUTION AUTHORIZING THE EXECUTION OF A VERIZON WIRELESS CUSTOMER AGREEMENT UNDER THE STATE OF TENNESSEE DEPARTMENT OF SERVICES CONTRACT **1781**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
State of Tennessee Customer Agreement
Verizon Wireless Customer Agreement

8.C. A RESOLUTION APPROVING A SUPPLEMENT TO AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND PAPE-DAWSON FOR THE DESIGN OF THE CENTRAL PIKE WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **1782**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Executive Summary
Agreement

9. Unfinished Business

9.A. AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027 **1757**

Sponsors: City Manager Kenny Martin,

Attachments: Ordinance
FY 27 Budget - 2nd Reading 6-22-26

Legislative History

6/8/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

10. New Business

10.A. A RESOLUTION APPROVING A CONTRACT WITH WEST WILSON UTILITY DISTRICT (WWUD) FOR THE RELOCATION OF THE WATER LINE LOCATED ON GOLDEN BEAR GATEWAY FOR THE CITY'S WIDENING PROJECT **1784**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
WWUD Interlocal Agreement
WWUD Estimate

10.B. A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **1785**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Executive Summary
Grant Agreement

10.C. A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE CREEKSIDE DRIVE INTERCEPTOR UPSIZING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT **1786**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Executive Summary
Recommendation Letter
Bid Tabulation
Contract

10.D. A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WYNFIELD PUMP STATION MODIFICATIONS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT **1787**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Executive Summary
Award Reccomendation Letter
Contract

10.E. AN ORDINANCE AUTHORIZING THE ABANDONMENT OF THE EXISTING AIDEN LANE RIGHT-OF-WAY, VIA INSTRUMENT, TO THE WYNFIELD HOA, INC. **1644**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Map
Staff Report

Legislative History

3/19/26	Planning Commission	**Positive Recommendation to the Board of Commissioners
4/13/26	Board of Commissioners	deferred to the Board of Commissioners
4/27/26	Board of Commissioners	deferred to the Board of Commissioners

10.F. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS LOCK BOX SELF STORAGE LOCATED AT 12337 LEBANON ROAD, MAP 053, PARCEL 046, FROM THOROUGHFARE COMMERCIAL TO LIGHT INDUSTRIAL **1681**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

Legislative History

4/16/26 Planning Commission **Positive Recommendation to the Board of Commissioners

10.G. AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 4.10 ACRES OF PROPERTY ON LEBANON ROAD, MAP 053, P/O PARCEL 46.00 FROM COMMERCIAL GENERAL TO RESTRICTIVE INDUSTRIAL PLANNED UNIT DEVELOPMENT **1682**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

Legislative History

4/16/26 Planning Commission **Positive Recommendation to the Board of Commissioners

11. Appointments

11.A. Ethics Board Appointment for District 2: Joseph Viscusi **1759**

Sponsors: Bill Trivett, Vice Mayor/Commissioner

Attachments: Ethics Commission - 2-355

12. Adjournment

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Mt. Juliet, Tennessee

Staff Report

File #: 1764 **Agenda Date:** 6/22/2026 **Agenda #:**

Title:

Public Hearing Notice

Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on June 22, 2026, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance of the City of Mt. Juliet, Tennessee adopting the annual budget, property tax rate and sewer rates for the fiscal year beginning July 1, 2026, and ending June 30, 2027
- An ordinance to amend the land use plan for the property known as Lock Box Self Storage located at 12337 Lebanon Road, map 053, parcel 046, from thoroughfare commercial to light industrial

The public is invited to attend and comment.

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Mt. Juliet, Tennessee

Staff Report

File #: 1762 **Agenda Date:** 6/22/2026 **Agenda #:** 4.A.

Title:

Work Session Minutes - 6-8-2026

Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Meeting Minutes - Draft

Monday, June 8, 2026

5:15 PM

Work Session

Commission Chambers

Board of Commissioners

Work Session 5:15PM - 6:00PM - Capital Transportation Project Funding

Mayor Maness called the meeting to order.

Public Notice - Work Session **1746**

Sponsors: City Manager Kenny Martin,

Attachments: Public Notice - Work Session - 6-8-2026

Rollcall

Present: Commissioner Art Giles, Vice Mayor/Commissioner Bill Trivett, Mayor James Maness, Commissioner Jennifer Milele, and Commissioner Scott Hefner

1. Citizens Comments

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

Mayor Maness opened the floor for citizen comments. There were no citizen comments.

2. Presentations

City Manager Kenny Martin welcomed everyone and thanked those in attendance. Public Works Director Matt White presented an overview of Capital Transportation Project Funding and answered questions from the Commission. The City Attorney also responded to questions from the Commission regarding the presentation.

2.A. Capital Transportation Project Funding **1756**

Sponsors: City Manager Kenny Martin,

Attachments: MJ CIP 27-36 final (City Funding Only)
Development Per Lot Contributions

3. Adjournment

Mayor Maness adjourned the work session at 5:42pm

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Mt. Juliet, Tennessee

Staff Report

File #: 1763 **Agenda Date:** 6/22/2026 **Agenda #:** 4.B.

Title:

Meeting Minutes - 6-8-2026

Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Meeting Minutes - Draft

Monday, June 8, 2026

6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15

Mayor Maness opened the public hearing. There were no citizen comments. Mayor Maness then closed the public hearing.

The meeting recessed. The meeting reconvened at 6:30pm.

Public Hearing Notice **1745**

Attachments: Public Hearing Notice - 6-8-2026

1. Call to Order & Declare a Quorum Present

Mayor Maness called the meeting to order and recognized that a quorum was present.

Present: Commissioner Art Giles, Vice Mayor/Commissioner Bill Trivett, Mayor James Maness, Commissioner Jennifer Milele, and Commissioner Scott Hefner

2. Set Agenda

Vice Mayor Trivett moved to add an appointment to the Ethics Commission to the agenda. Commissioner Hefner objected, stating that he would like the opportunity to speak with the proposed appointee before considering the appointment.

Mayor Maness added a Planning Commission appointment to the end of the agenda.

Mayor Maness moved Agenda Items 10A, 10B, 10C, and 10D to the Consent Agenda without objection.

3. Invocation & Pledge of Allegiance

City Manager Kenny Martin led the Pledge of Allegiance and gave the invocation.

4. Approval of Minutes

The minutes of the May 11, 2026 Work Session, May 11, 2026 Regular Meeting, and May 18, 2026 Work Session were heard together without objection.

4.A. Meeting Minutes - Work Session - 5/11/2026 **1742**

Attachments: Meeting Minutes - Work Session - 5-11-2026

This Minutes were approved without objection.

RESULT: APPROVED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

4.B. Meeting Minutes - 5/11/2026 **1743**

Attachments: Meeting Minutes - 5-11-2026

The minutes were approved without objection.

RESULT: APPROVED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

4.C. Meeting Minutes - Work Session - 5/18/2026 **1744**

Attachments: Meeting Minutes - Work Session - 5-18-2026

This Minutes were approved without objection.

RESULT: APPROVED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

5. Citizens Comments

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

Stephen Hoekendorf, 393 Page Drive, spoke in opposition to raising taxes and requested the Board's thoughts regarding next year's budget.

Gayelnn Bennett, 5000 Crossing Circle, spoke in opposition to the proposed Providence Central PUD amendment.

6. Commissioner Reports & Comments

Commissioner Giles thanked the Needhams for sponsoring the incredible Memorial Day drone show.

Vice Mayor Trivett also thanked the Needhams for sponsoring the Memorial Day drone show and thanked everyone who attended the meeting tonight. He expressed appreciation to the Fire Department and Police Department for their service and thanked those involved with the Sons of the American Revolution presentation. He reminded everyone to celebrate the upcoming Fourth of July holiday safely. He also stated that he had been meeting with various department heads to discuss creative ways to address budget challenges, departmental needs, and future growth.

Commissioner Hefner thanked everyone for attending tonight and stated that adopting the budget is one of the Board's most difficult responsibilities, particularly this year's budget. He commended the City Manager and Deputy City Manager for their work in preparing the proposed budget. He noted that Fire/EMS and Police represent significant portions of the City's expenditures and emphasized the importance of recognizing the costs associated with providing City services. He also discussed the potential use of Infrastructure Development Districts (IDDs) within the City.

Commissioner Milele stated she was recovering from recent surgery and referenced the earlier work session on Capital Transportation Project Funding. She noted that the City's property tax rate had been reduced four times, resulting in millions of dollars in reduced revenue, while the proposed budget still included funding for approximately 20 capital projects. She emphasized the importance of adequately funding public safety. She also expressed disappointment that a department head had addressed budget concerns through the media rather than through the budget process, noting that the City has made substantial investments in public safety. She further stated that while that while the chiefs received salary increases the previous year, employees under their supervision did not, and that this had not been mentioned publicly. She also referenced the City's tiller truck, noting that it has been a topic of discussion on social media due to its cost and current staffing limitations. She stated that she believed the City should have had adequate staffing in place before purchasing the tiller truck and reiterated her disappointment.

Mayor Maness thanked everyone for their prayers and well wishes for his father during his recent hospitalization. In response to recent media coverage and comparisons between Mt. Juliet and Germantown regarding proposed budget requests, he compared the two cities' property tax revenues and tax rates, noting that Germantown collects more than $48 million annually in property tax revenue compared to approximately $6 million in Mt. Juliet. He further noted that Germantown's property tax rate is $1.79, while Mt. Juliet's rate is $0.29. He stated that Mt. Juliet has accomplished more with its available resources than any other city he knows of and thanked the City Manager and staff for operating efficiently with a comparatively low property tax rate. He stated that he is willing to consider cost-saving measures and explore additional options but does not want to jeopardize the City's financial stability or reputation as a safe community and remains committed to maintaining the services that contribute to that success.

7. City Manager's Report

City Manager Kenny Martin thanked everyone for attending the meeting and expressed his appreciation that Mayor Maness's father is recovering. He thanked the department heads and the Board of Commissioners for their continued dedication and service to the City. He stated that he is proud of both the current and past elected officials for consistently putting the needs of Mt. Juliet's citizens first. He concluded by encouraging everyone to shop local as a great way to support the community.

8. Consent Agenda Items

8.A. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR APPROXIMATELY 5.0 ACRES OF PROPERTY AT 107 TIMBER TRAIL DRIVE, MAP 072, PARCEL 001.03 FROM MEDIUM DENSITY RESIDENTIAL TO TOWN CENTER **1589**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-42

8.B. AN ORDINANCE TO REZONE APPROXIMATELY 5.0 ACRES OF PROPERTY AT 107 TIMBER TRAIL DRIVE, MAP 072, PARCEL 001.03 FROM AR-40 TO CTC **1590**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-43

8.C. AN ORDINANCE AMENDING PART B OF THE LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE VI, SECTION 6-103.7, DESIGN STANDARDS FOR COMMERCIAL STRUCTURES, AND ARTICLE VII, SECTION 7-103.9, BUILDING DESIGN **1637**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Redline
Staff Report

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-44

8.D. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROVIDENCE CENTRAL PLANNED UNIT DEVELOPMENT, ORDINANCE 2013-12, LOCATED AT MAP 097, PARCELS 023.00, PART OF 025.00 & 075.07 IN THE CITY OF MT. JULIET **1641**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Map
Staff Report

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-45

8.E. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE TREYMOR PLANNED UNIT DEVELOPMENT, LOCATED OFF BENDERS FERRY ROAD, MAP 032, PARCELS 031.00, 029.00, 029.02 & 029.01 IN THE CITY OF MT. JULIET **1642**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Map
Applicant Letter

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-46

8.F. A RESOLUTION SUPPORTING AN APPLICATION TO RECEIVE FEDERAL FUNDING FOR THE LEBANON ROAD WIDENING PROJECT AND ESTABLISHING A COMMITMENT FOR THE REQUIRED MATCH FOR THE GRANT **1750**

Sponsors: Art Giles, Commissioner

Attachments: Resolution
Executive Summary

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Resolution be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 44-2026

8.G. A RESOLUTION CALLING FOR AN ELECTION ON TUESDAY, NOVEMBER 3, 2026, FOR THE OFFICE OF THE EXPIRING TERMS OF COMMISSIONERS FOR DISTRICT TWO AND DISTRICT FOUR, EACH WITH A FOUR-YEAR TERM **1753**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Resolution be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 45-2026

10.A. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 2 ACRES OF PROPERTY AT 6386 CENTRAL PIKE, MAP 097, PARCEL 17.02, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1715**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report
Plan of Services

This item was moved to the Consent Agenda during Item 2. Set Agenda.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.B. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6386 CENTRAL PIKE, APPROXIMATELY 2 ACRES, MAP 097, PARCEL 17.02 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE **1716**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

This item was moved to the Consent Agenda during Item 2. Set Agenda.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading.The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.C. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.72 ACRES OF PROPERTY AT 6400 CENTRAL PIKE, MAP 097, PARCEL 17.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1671**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report
Plan of Services

This item was moved to the Consent Agenda during Item 2. Set Agenda.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.D. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6400 CENTRAL PIKE, APPROXIMATELY 1.72 ACRES, MAP 097, PARCEL 17.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE **1713**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

This item was moved to the Consent Agenda during Item 2. Set Agenda.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

9. Unfinished Business

9.A. AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE V, SECTION 5-104.1, DESIGN STANDARDS FOR MULTIFAMILY DWELLINGS, AND SECTION 5-104.4, DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL **1636**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Redline
Staff Report

Commissioner Hefner moved to amend the item to include solar power as an option, which was approved without objection.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-47

10. New Business

10.E. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 47.17 ACRES OF PROPERTY ON EAST DIVISION STREET, MAP 077, PARCELS 13.01, 13.02, 15.00, 16.02, 16.03 AND PART OF PARCELS 16.01, 17.00 and 17.01, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1728**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report
Plan of Services

At the request of Mayor Maness, Agenda Items 10E and 10F were heard together. There was no objection.

Joe Haddix, with Heritage Civil, 2055 N. Mt. Juliet Road, represented the project, and answered questions from the Commission. The developer, Tom Noble, 600 Highway 169 South, Suite 1850, St. Louis Park, MN 55426, also answered questions from the Commission.

A motion was made by Commissioner Giles, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Art Giles
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.F. AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 47.17 ACRES OF PROPERTY ON EAST DIVISION STREET, MAP 077, PARCELS 13.01, 13.02, 15.00, 16.02, 16.03 AND PART OF PARCELS 16.01, 17.00 and 17.01 FROM OPS AND WILSON COUNTY R-1 TO IR-PUD **1730**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Legal Description
Exhibit B - Map
Staff Report

At the request of Mayor Maness, Agenda Items 10E and 10F were heard together. There was no objection.

Joe Haddix, with Heritage Civil, 2055 N. Mt. Juliet Road, represented the project, and answered questions from the Commission. The developer, Tom Noble, 600 Highway 169 South, Suite 1850, St. Louis Park, MN 55426, also answered questions from the Commission.

A motion was made by Commissioner Giles, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Art Giles
SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.G. AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, REGARDING ARTICLE III, SECTION 3-104.8, PROVISIONS APPLICABLE TO MANUFACTURING FACILITIES, AND ARTICLE VII, SECTION 7-102.A PERMITTED AND CONDITIONAL USES AND STRUCTURES ALLOWABLE WITHIN INDUSTRIAL DISTRICTS **1726**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Redline
Staff Report

A motion was made by Commissioner Hefner, seconded by Commissioner Giles, that this Ordinance be approved for second reading. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Scott Hefner
SECONDER: Art Giles

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.H. AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE XI, SECTIONS 11-101 THROUGH 11-110, SIGN REGULATIONS **1741**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Sign Ordinance
Exhibit B - Redline
Staff Report

Commissioner Giles made a motion to amend Section 11.117, Temporary Non-Commercial Signs, by increasing the maximum quantity from one (1) sign per lot to two (2) signs per lot in all zoning districts. Vice Mayor Trivett seconded the motion. The amendment passed unanimously.

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Hefner, that this Ordinance be approved for second reading as once amended. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Bill Trivett
SECONDER: Scott Hefner

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

10.I. AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027 **1757**

Sponsors: City Manager Kenny Martin,

Attachments: Ordinance
FY 27 Budget - 1st Reading

Commissioner Milele made a motion to maintain the current property tax rate of $0.29 in the proposed budget for second reading. The motion died for lack of a second.

Mayor Maness then made a motion to amend the proposed budget to include a $0.28 property tax rate for second reading. Commissioner Milele seconded the motion. The motion passed unanimously.

Commissioner Giles made a motion to add $120,266 to the Highways, Streets, and Safety - Personnel budget to increase Public Works employee wages and to add $3,098.00 to the City Garage - Personnel budget to provide a wage increase for one employee. Vice Mayor Trivett seconded the motion. Mayor Maness then made a motion to defer consideration of the amendment until second reading to allow the Commission to review the proposed changes in writing. Commissioner Milele seconded the motion. The motion to defer passed unanimously.

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Milele, that this Ordinance be approved for second reading as once amended. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING
MOVER: Bill Trivett
SECONDER: Jennifer Milele

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

11. Appointment

This item was added to the agenda during Item 2. Set Agenda.

Mayor Maness appointed Jennifer Brown to the Planning Commission, replacing Rebecca Christenson, without objection. He thanked Ms. Christenson for her many years of dedicated service on the Planning Commission.

12. Adjournment

There being no further business, Mayor Maness adjourned the meeting at 8:00 p.m.

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Mt. Juliet, Tennessee

Staff Report

File #: 1765 **Agenda Date:** 6/22/2026 **Agenda #:** 8.A.

Title:

A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT MINI-PUMPER TRUCK AS SURPLUS TO BE SOLD

RESOLUTION 2026 –

A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT MINI-PUMPER TRUCK AS SURPLUS TO BE SOLD

WHEREAS, the City of Mt. Juliet passed Resolution 33-2026 on April 27,2026 declaring Fire Department property as surplus; and

WHEREAS, the property is identified as a 2020 Ford Fouts Bros. Mini-Pumper truck with VIN #1FD0W5HT5LEE10855 having mileage of approximately 13,500 miles; and

WHEREAS, the department desires to purchase a vehicle more suitable to the current needs of the department; and

WHEREAS, the department had the vehicle appraised at an estimated value of $250,000; and

WHEREAS, the previous Resolution 33-2026 had the vehicle inadvertently noted as being appraised at an estimated value of $350,000.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The property listed herein is hereby declared surplus property. The City Finance Director is authorized to execute all documents necessary to carry out the provisions of this resolution.

Section 2. The property's appraised value is hereby corrected to $250,000 and shall be listed using a third-party vendor utilizing a market value asking price to ensure that maximum value is attained for the apparatus.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

RESOLUTION 2026 –

PASSED:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

Mark Foulks
Fire Chief

Joseph Edwards
Deputy Fire Chief

Sharon Bachelier
Administrative Assistant

FIRE DEPARTMENT

Eric Newman
Assistant Chief of EMS

Brent Blamires
Assistant Chief/Fire Marshal

Scott Lively
Assistant Chief of Training

City of Mt. Juliet

Approval to Surplus and Competitively Sell a 2020 Ford/Fouts Bros. Mini-Pumper

1) Who: Mt. Juliet Fire Department

2) What: Approval is needed to surplus and sell a 2020 Ford/Fouts Bros. Mini-Pumper

3) When: Advertising will begin in early May, and the mini pumper will be available for delivery upon receiving best competitive price.

4) Where: Mini pumper currently in a very limited usage status here in Mt. Juliet.

5) Why: The mini pumper has been a very limited usage truck for Mt. Juliet, being that it is not a full-size Type 1 pumper it does not have the storage or water capabilities needed for a front-line apparatus. Additionally, the mini pumper is not a 4x4 vehicle which limits its capabilities on brush/wildland fires. Due to the escalating costs of fire apparatus, the 2020 Ford/Fouts Bros. mini pumper is worth a substantial amount on the used fire apparatus market. We will offer the mini pumper for sale utilizing a third-party apparatus vendor utilizing a market value asking price to ensure that maximum value is attained for the apparatus. The department plans to use part of funds derived from the sale to purchase a new custom brush truck to replace a current brush truck that is old and has limited capabilities.

6) Costs: Upon appraisal the valuation of the mini pumper is estimated to be $250,000.00.

7) Timeline: The anticipated time to sale the apparatus is between one and three months.

Staff Recommendation: Fire Administration recommends to surplus and sell the apparatus through a third-party apparatus dealer to ensure that the maximum value is attained.

Prepared by: Chief Mark Foulks

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

File #: 1781 **Agenda Date:** 6/22/2026 **Agenda #:** 8.B.

Title:

A RESOLUTION AUTHORIZING THE EXECUTION OF A VERIZON WIRELESS CUSTOMER AGREEMENT UNDER THE STATE OF TENNESSEE DEPARTMENT OF SERVICES CONTRACT

RESOLUTION 2026 –

A RESOLUTION AUTHORIZING THE EXECUTION OF A VERIZON WIRELESS CUSTOMER AGREEMENT UNDER THE STATE OF TENNESSEE DEPARTMENT OF SERVICES CONTRACT

WHEREAS, the City has reviewed the proposed Verizon Wireless Customer Agreement available through the State of Tennessee Department of General Services contract; and

WHEREAS, participation in the State of Tennessee contract will provide improved pricing and telecommunications services for the City.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Verizon Wireless Customer Agreement under the State of Tennessee contract is hereby approved.

Section 2. The Board hereby authorizes the City Manager to execute the Verizon Wireless Customer Agreement and any related documents necessary to implement the agreement on behalf of the City.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

verizon

State of Tennessee
Department of General Services Contract #32110-00811
Verizon Wireless Customer Agreement

This Customer Agreement, ("Customer Agreement") between Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") and ("Customer") is effective as of the date signed by Customer.

WHEREAS, Customer desires to purchase wireless services and products ("Services") from Verizon Wireless pursuant to the terms and conditions of the State of Tennessee Department of General Services Contract #32110-00811, entered into by the State of Tennessee, Department of General Services Central Procurement Office and Verizon Wireless as of February 1, 2026, as it may be amended from time to time (together with all addendums and attachments 'the agreement').

As defined in the Master Agreement, this Customer Agreement is available to the following entities (Authorized Users):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
b. Tennessee local government, its agencies, boards, commissions, instrumentalities, or authorities;
c. the board of trustees of the University of Tennessee system; the Tennessee Board of Regents systems; the state university boards; the Tennessee higher education commission; and the Tennessee student assistance corporation;
d. any private nonprofit institution of higher education chartered in Tennessee; and,
e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (Tenn. Code Ann. § 33-2-1001).

THEREFORE, Customer agrees as follows:

This Customer Agreement and the rights and obligations of Customer and Verizon Wireless are governed by the terms and conditions of the Master Agreement and all exhibits included in the agreement, which is incorporated and made part of this Customer Agreement by this reference, and is available at Part of this Customer Agreement by this reference and is available at the State of Tennessee Sourcing Contract page.

Customer agrees to the disclosure of limited account information as part of Verizon Wireless's contractual reporting requirements to the State of Tennessee Department of General Services under 'the agreement'.

Customer is separately and solely liable for all obligations and purchases made under 'the Agreement' including the payment for equipment and services purchased or provided under the Agreement.

Verizon Wireless can terminate this Customer Agreement at any time if it is determined that Customer is not an eligible customer under the agreement within the meaning provided in The Agreement.

Customer designates the following individual(s) (the "Authorized Contact(s)") to purchase equipment, add lines of service, and cancel lines of service under Customer's Verizon Wireless account, and to make other changes to Customer's Verizon Wireless account that financially bind the Customer, in accordance with the terms of this Customer Agreement and the agreement.

The undersigned represents and warrants that he/she is authorized to execute this Customer Agreement on behalf of Customer, and bind Customer to the terms hereof, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Customer action.

verizon

State of Tennessee
Department of General Services Contract #32110-00811
Verizon Wireless Customer Agreement

Authorized Contact(s) List		
Name	**Phone**	**Email**

Customer Signature Section	
Entity Name	
Authorized Signature	
Printed Name	
Title	
Date	

Verizon Wireless Signature Section	
Name	Cellco Partnership d/b/a Verizon Wireless
Authorized Signature	Clif Miller (Feb 11, 2026 15:30:05 EST)
Printed Name	Clifton Miller Jr.
Title	Sr Director – Contract Management
Date	02/11/2026

The undersigned represents and warrants that he/she is authorized to execute this Customer Agreement on behalf of Customer, and bind Customer to the terms hereof, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Customer action.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Cellco Partnership d/b/a Verizon Wireless ("Contractor"), is for the provision of, Cellular Devices, Services, and Business Solutions as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a General Partnership.
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

a. The purpose of this document is to describe the requirements to establish a Restricted Statewide Contract to be used by the State in providing cellular services including Cellular Devices/Equipment, Service Plans, accessories and Business Solutions.

A.2. DEFINITIONS**.** For purposes of this Contract, definitions shall be as follows and as set forth in the Contract;

a. **3rd** Generation Partnership Project (3GPP). The term shall refer to the international standards body that covers wireless telecommunications network technologies (http://www.gpp.org)

b. 4G. The term "4G" shall mean fourth (4^{th}) generation of Cellular Device technology.

c. 5G.The term "5G" shall mean fifth (5^{th}) generation of Cellular Device technology.

d. Access Point. The term "Access Point" shall refer to a device, such as a wireless router, that allows wireless devices to connect to a network. Use one definition for devices and one for Service Plans

e. Access Point Name ("APN"). The term "APN" shall refer to the segmentation of a private network. APN is the name for the settings a Cellular Device reads to set up a connection to the gateway between a Carrier's cellular network and the internet.

f. Accessories. The term "Accessories" shall mean any equipment, add-on, or component intended for use with a Cellular Device or Devices.

g. Android. The term "Android" shall refer to cellular Smartphones running on the Android operating system developed by Google.

h. Apple Business Manager. The term "Apple Business Manager" (also known as ABM) shall refer to a set of Apple's business solutions including: Device enrollment, mobile device management, Device deployment, and automatic configuration.

i. Business Solutions. The term "Business Solutions" shall refer to a combination of ideas, services, and products that resolve a specific problem.

j. Cellular Device. The term "Cellular Device" shall mean a phone or other equipment that connects over wireless services. The State shall request in good faith that all Cellular Devices provided to the State be unlocked from the Carrier's network after sixty (60) days of activation.

k. Central Procurement Office ("CPO"). The term "CPO" shall refer to the State office established and empowered by Tenn. Code Ann. § 4-56-104.

l. Connection Rights. The term “Connection Rights” shall refer to the State’s right to connect to the Contractor’s network through APN.

m. Coverage Area. The term “Coverage Area” shall mean the geographic area in which the Carrier provides service. When located within this area, a Subscriber with a device that is compatible with the Carrier’s network should be able to access wireless services on the Carrier’s network or its partner networks.

n. Device. The term “Device” shall refer to an object or piece of equipment including but not limited to; Phone, iPads, Hotspot’s, routers, Femtocells, modems, and signal boosters.

o. Disaster Recovery. Shall mean a set of policies and procedures to enable recovery or continuation of vital technology infrastructure and systems following a natural or human induced disaster.

p. Electronic Data Interchange (“EDI”). The term “EDI” shall refer to the computer-to computer exchange of documents in an electronic format between the State and Contractor.

q. Electronic Serial Number (“ESN”). The term “ESN” shall mean a unique identification number embedded by manufacturers on a microchip in wireless Devices.

r. Flat Rate. The term “Flat Rate” shall mean a fixed monthly fee or fixed rate on a per minute basis for a Service Plan.

s. iOS Phones. The term “iOS Phones” shall refer to cellular Smartphones running on the operating system created and developed by Apple Inc.

t. iPad. The term “iPad” shall refer to a tablet computer, developed by Apple Inc. more generic

u. International Mobile Equipment Identity (“IMEI”). The term “IMEI” shall mean a fifteen (15) or seventeen (17) digit code that uniquely identifies Cellular Devices’.

v. Port. The term “Port" shall mean to take a current phone number away from the current Carrier and transport it to another Carrier. This same definition shall apply, regardless of verb tense: e.g., Ported, Porting.

w. Service Plans. The term “Service Plans” shall mean a bundled subscription offering from a cellular carrier providing some combination of Services.

x. “STS” shall mean the State’s Strategic Technology Solutions division of the Department of Finance and Administration.

y. Subscriber Identity Module Card (“SIM Card”). The term “SIM Card” shall mean a portable or electronic memory chip used in Devices.

z. Subscriber. The term “Subscriber” shall mean a State employee or contractor that a service account has been established with a cellular Device Carrier.

aa. Wireless Priority Service (“WPS”). The term “WPS” shall refer to the nationwide system in the United States that allows high-priority emergency telephone calls to avoid congestion on Cellular Device networks.

A.3. GENERAL CONTRACTOR REQUIREMENTS

a. The State shall not be charged any activation or termination fee for any cellular service.

b. All Cellular Devices shall be compliant with the State’s need to have generational compatibility (typically 3 or 4 generation of devices) and provide a replacement at no cost to the State of all Cellular Devices whose operating system is no longer supported by the manufacturer.

c. During the Term of the Contract, the Contractor shall provide, at no cost to the State, SIM Cards for all Cellular Devices and other Devices which require one. In those cases where a dual carrier is

required each carrier shall provide the required device.

d. Contractor shall provide, at no cost to the State, wall chargers, and a hard case with the initial purchase for all Cellular Devices purchased. Wall chargers will be provided with every replacement cellular device throughout the Term of the Contract

e. In the event the State engages the services of a third party to access the accuracy of invoices from the Contractor, the Contractor shall support the transfer of billing information as required to the third party at no cost to the State.

f. All goods furnished under this Contract must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of ordering.

g. Throughout the Contract Term, the Contractor shall provide to the State Cellular Devices which are compatible with the latest software release and supported by the latest security patches and updates. Contractor may go back up to three (3) product generations as long as the compatibility requirement in Section A.3.2. is maintained. Any Cellular Device that is no longer compatible shall be replaced by the Contractor at no cost to the State.

(1) The Contractor will implement a support process for the inclusion of software applications, such as Microsoft Intune prior to shipping devices to customers.

h. During the Contract Term, the Contractor shall provide one (1) free Cellular Device per Service Year per Subscriber, in the event the Cellular Device becomes inoperable or will not update to the latest operating system.

i. The Contractor shall allow State Subscribers to upgrade their Cellular Devices once every two (2) years at no cost to the State. In some cases, subject to acceptance, Contractor may make custom offers for Cellular Devices which include an upgrade term for thirty-six (36) months.

j. Cloud Hosting Statement:

All applications must be hosted in the State's cloud tenant unless an exception has been issued by STS Security and Risk Management Team.

k. Offshore Resources Statement:

(1) With the exception of State approved Offshore Resources exceptions, all State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.

(2) Access to State data shall be limited to US-based (onshore) resources only.

(3) Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 791 has defined to include the People's Republic of China, among others are prohibited.

(4) Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

A.4. DELIVERY AND SETUP

a. Normal delivery. All Cellular Devices and other Devices ordered shall be delivered to the State and activation shall be completed within a maximum of three (3) business days of receipt of request for service unless an extension has been previously approved by the State.

b. Emergency Overnight. Contractor shall support emergency overnight delivery, upon request, by the State. All orders placed by the State before 3:00 pm Central Time shall be overnighted by the

Contractor at no cost to the State. All orders placed by the State after 3:00 pm Central Time shall be delivered to the State within two (2) business days.

c. Local Expedited Delivery. Contractor shall maintain an adequate stock of the designated free iPhone models to support same day activation and delivery of Devices within ten (10) miles of the State Capitol, when ordered prior to noon of the requested delivery date. For avoidance of doubt, “adequate stock” is no more than five (5) of the designated free iPhone models. Contractor may increase the quantity of stocked devices if the demands of the State increase. The Contractor is responsible for inside delivery of device to the designated locations.

d. All Cellular Devices shall contain a customer setup sheet in the product’s box on a single sheet of paper. The customer setup sheet shall contain:

(1) Contractor’s device activation phone number

(2) Contractor’s customer support phone number

(3) Contractor’s setup instructions for provisioning

The State reserves the right to modify the requirements for the customer setup sheet as needed.

e. The Contractor shall allow the State to temporarily, and permanently block, the following inbound and or outbound services on Cellular Devices and other Devices:

(1) Nationwide voice calls

(2) International voice calls

(3) Text messages

(4) Roaming

(5) Picture message

f. All Cellular Device phones provided under this Contract shall include the following capabilities or be capable of having:

(1) Voicemail

(2) Caller ID

(3) Call forwarding

(4) Conference calling

(5) SMS/MMS

(6) Call waiting

g. The Contractor shall be a participating Apple authorized reseller or Carrier and support the automatic enrollment of Cellular Devices and other applicable Devices through the Apple Business Manager (ABM) program. Contractor will facilitate the management (such as input into ABM) of Apple, Inc products purchased by Agencies where necessary.

h. The Contractor shall be required to utilize an ITSM platform of the State’s choosing. The ITSM platform will play a critical role as the key communication link between the State and the Contractor. This platform shall be used by the State to send trouble tickets and procurement tickets to the Contractor.

The total length of time required to resolve an ITSM ticket shall be tracked in the State’s ITSM platform. The State shall use this information to determine whether tickets are being completed within a timely manner.

The Contractor shall complete all State ITSM ticket requests at no additional charge to the State. There shall be no limit to the number of tickets that the State may initiate for these tasks during the Contract Term.

The Contractor shall be responsible for the procurement and cost associated with all ITSM licenses needed for Contractor employees

The State reserves the right to change the ITSM platform at any time during the Contract Term, and the State will disclose to the Contractor if and when these changes will occur. In the event the State changes the ITSM platform, the State shall require the Contractor to use the new ticket tracking system, at no cost to the State.

A.5. CUSTOMER PORTALS, GATEWAYS, AND WEB LINKS

a. Contractor shall have a system capable of providing reporting within 7-10 business days after each completed bill cycle and include, but not limited to: the number of deliveries, the number of expedited deliveries, the number of emergency deliveries, the number of overnight deliveries, number of deliveries to a location and any other pertinent information regarding delivery performance. If non performance is due to inability to process received bulk orders or other ordering issue provide explanations. Financial /Invoice information, disposal certifications, network status reporting and Catalog information.

b. The State will conduct audits of the performance data accessed or received from the Contractor every six months for the purpose of validating the output data/ reports received from the Customer Portals, Gateways or Web Links. The Contractor shall support these audits at no cost to the State.

A.6. CONTRACTOR'S SUPPORT REQUIREMENTS

a. Contractor shall provide product information and technical assistance, as requested by the State, to ensure the following:

(1) Operation

(2) Troubleshooting SOW

(3) Problem resolution

(4) Administrative remote technical support - this support shall provide assistance to the State's personnel in dealing with administrative software issues or trouble shooting for all Devices and services.

b. Contractor shall provide a dedicated account team during normal State business hours to support at a minimum:

(1) Provisioning

(2) Shipping

(3) Billing Issues

(4) Contract Management

Contractor shall provide to the State primary and secondary names and contact information. In the event a named individual is no longer assigned to the account team, the Contractor shall notify the State of the replacements name and contact information.

c. Contractor must, upon the Effective Date of the Contract provide a local Nashville, Tennessee telephone number or toll-free telephone number for reporting critical outages after normal business hours. Criticality levels are outlined in section **A.10.**

d. Contract support shall be provided to the State 24x7x365, twenty-four (24) hours a day, seven (7)

days a week, three hundred sixty-five (365) days per year, including weekends and holidays. Contractor shall provide to the State telephone technical support services such as troubleshooting hardware and/or service problems with individuals authorized by State personnel designated as authorized. The Contractor shall provide the names, and contact information for support personal required in section A.4. In addition, the Contractor shall also provide the names and contact information that can be contacted when the primary individual is not available.

A.7. REPLACEMENT EQUIPMENT

a. The Contractor shall ship replacement Cellular Devices, meeting or exceeding the specifications of the Device being replaced. The State will accept Certified, by Verizon, like new Cellular Devices with the remainder of Manufacturer's Warranty to apply, or ninety (90) days, whichever is greater.

(1) Delivery. The Contractor shall ship replacement Cellular Devices, within one (1) business day after receiving the request from the State

A.8. DISPOSAL AND REUSE OF DEVICES

a. Destruction

(1) At no additional cost to the State, the Contractor must securely dispose of Cellular Devices and other Devices. This applies when:

i. Cellular Devices or other Devices become obsolete;
ii. Cellular Devices or other Devices are returned to the Contractor for replacement; or
iii. Cellular Devices or other Devices are no longer needed by the State, including any pre-existing Cellular Devices that are on hand at the start of the Contract and no longer needed by the State.

(2) Contractor shall respond to requests, from STS, for pick-up of Devices by sending prepaid shipping materials to the address(s) specified by STS within three (3) business days. Contractor will be notified, by the State, as to the schedule and place(s) for the pick-up once the prepaid shipping materials have been received.

(3) Contractor shall ensure all Devices are purged using the most current NIST 800.88 standards for data wiping prior to disposal. The State reserves the right to audit the certificates and supporting documentation.

(4) Contractor shall provide to STS a Certificate(s) of Destruction/Disposal within thirty (30) Business days of receipt of the device for Destruction or Disposal. At the end of each month Certificate(s) identifying each device that was destroyed during the month shall be sent to STS. Failure to account for the devices destroyed (Certificate) or still in the Contractors inventory, beyond the 30 day destruction period of such product, shall result in the Contractor being assessed Service Credits in accordance with Attachment 4 - Service Credits. The Certificate shall identify the Cellular Devices by EIN or Phone Number and for other Devices by Model/Serial Number.

b. Reuse

(1) The State may choose to implement a program to reuse and or partner with the Carrier to sell surplus devices. The Contractor shall work with the State to develop the parameters for Implementing the program. Determining which devices are to be destroyed or resold/reused, determination of value of devices to be reused or sold and determining method of crediting the State for a portion of the device value. All devices shall have all data wiped in accordance with the most current NIST 800.88 Standard prior to any resale or reuse.

A.9. SOFTWARE

a. For devices sold by the Contractor to the State, the Contractor shall maintain the compatibility and adherence to functional requirements and specifications of all software as offered by the

manufacturer as the most current version. In addition, all software offered must migrate over time to later, more current manufacturer versions and upgrades. Throughout the Contract Term, the Contractor shall ensure that software upgrades and patches purchased under these specifications shall adhere to this requirement. If the Contractor cannot meet this requirement, they shall at no cost to the State provide replacement Cellular Devices and other Devices.

b. Technology additions and insertion of software within the original scope of the Contract shall be subject to acceptance by the State. All software (including operating systems) provided on Devices shall be the standard, commercially available software provided by the manufacturer, with no substitutions or additional software (including plugins or enhancements) installed by the Contractor without the prior approval of the State.

c. Where applicable, the Contractor shall offer to the State desktop synchronization software. This is software installed by the user for synchronization of personal information management data between the user's computer and the Cellular Device and/or other Device.

d. Required MDM applications are to be pre-loaded on the device prior to shipment. Additionally, the Contractor may be required to pre-load other applications such as Microsoft Intune.

A.10. OUTAGES

a. The Contractor will provide the State's named contacts with a minimum two-week advanced notification when practicable of planned network outage or maintenance. The advanced notification must include the geographical area affected, the expected impact to normal service operations, and the expected start and end time of the maintenance, including the time when network services are expected to be returned to normal service operational thresholds.

b. Contractor will provide the State's named contacts with notification of an unplanned network event (in accordance with the Contractor's Disaster Recovery Plan) within one (1) hour of the Contractor's confirmation that there is an unplanned disruption of normal service operations and an estimated time to restoration of normal service operational thresholds. The Contractor will provide updates to the State's named contacts every half hour until service is restored.

A.11. ACCOUNTING NUMBERS

a. All Porting of numbers, new lines, service add-ons, changes to service plans, or terminations of services for all Cellular Devices shall be approved by STS. The Contractor shall provide a toll-free telephone number and a method to identify State authorized personnel serial identification number, ESN, or SIM changes. These changes shall only be made by authorized State personnel. The Contractor shall provide a toll-free telephone number and password to authorized State personnel.

b. Only securely identified State authorized personnel shall be able to make any changes on any active telephone numbers serviced by the Contractor. Only voicemail changes such as password reset shall be performed by the user calling customer service. ESN or Subscriber information module changes requested shall be authorized by the State or certain other persons designated as authorized. Passwords must be assigned to these designated personnel with authorization from those listed above. Username and password authentication shall be required for any changes made on any active telephone numbers serviced by the Contractor. These changes shall be performed using secure web portals provided by the Contractor.

A.12. WIRELESS PRIORITY SERVICE (WPS)

a. The Contractor shall support WPS. The State will notify the Contractor when WPS is required. Eligibility for WPS is determined by the Department of Homeland Security's Office of Emergency Communications (OEC). To take advantage of WPS on the Contractor's network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the OEC to receive this service. Once OEC confirms eligibility, the OEC will then notify Contractor that the official has been approved for WPS and that the service can be added to the user's account.

b. The Contractor shall support WPS for Cellular Device calling. During the Contract Term, the State

has the right to require the Contractor to cover WPS Data.

c. The State shall not pay monthly service charges, activation fees, or per minute's usage charges for WPS.

A.13. BUSINESS SOLUTIONS

a. The State may request for the Contractor to provide Business Solutions for cellular services. These Business Solutions may include, but not be limited to, the following:

(1) Tracking

(2) Asset Management

(3) Applications

(4) Professional Services Automation

(5) Fleet Management

(6) Remote Monitoring Analytics

(7) Access Point

b. Each Business Solution shall provide the following information:

(1) Product name

(2) Executive summary of the product capabilities

(3) Specific applications

(4) Any potential impacts on costs and benefits

(5) Partners and or subcontractors that would be involved in the implementation, operation and servicing of the product offering: NOTE: Responsibility and liabilities for the performance/use of the product of a Partner or Subcontractor for Business Solutions shall rest with the Contractor.

A.14. CATALOG AND CATALOG MANAGEMENT

a. The Contractor shall provide a Catalog Excel format for all Cellular Service Plans for Voice/Data (including Public Safety). Add-on features such as E911, PTT, National and international calling/data plans, and Radio and Satellite Services should be included. Service Plans that are currently in use by the State shall remain active for the duration of the Contract unless the State informs the Contractor that the service is no longer required. Equipment to be included are, but not limited to, phones, accessories, Hotspots, ipads, Tablets, routers, sensors, signal boosters, and Business Solutions-See A.13. above.

b. Pricing: the Catalog shall contain all retail pricing, discounts to the State, net pricing, add-on pricing (such as PTT). Pricing for Cellular Voice and or Data Plans shall be fixed for the Term of the Contract including options. Equipment and Accessories Pricing may be adjusted quarterly.

c. The Catalog (ATTACHMENT 3) may be updated, as required, and approved by CPO, to remain technologically current pursuant to Section E.5, Additional lines, items, or options (below).

d. The Contractor's Catalog will exclude all State and Local Sales/Excise Taxes, Surcharges and Fees. Appropriate Taxes, Fees and Surcharges will be submitted as separate lines in the invoice.

A.15. ACCESS POINT NAME

a. The Contractor shall ensure Cellular Devices establish a wireless data connection to the Contractor's

Cellular Data network as a member of a specific APN.

The Contractor shall provide options for two (2) APNs, both Private and Public connections, at no additional cost to the State:

(1) Public APN service will provide an APN that is limited to public Internet access only.

(2) Private APN service will provide a Private APN distinct from the Public APN.

i. Private APN customer traffic will be isolated from all other customer traffic.
ii. Private APN customers will be assigned private addresses within the State's private address space (i.e. 10.x.x.x); the scope and range of IP pools to be designate by the State
iii. Private APN customers will have secured encrypted tunnel(s) terminating into the States Data Center(s).

b. The Contractor shall allow the State Connection Rights for use with Host Applications. The State shall develop, procure, and/or implement any Host Application at its own expense.

A.16. WARRANTY

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) twelve (12) months after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.17. INSPECTION AND ACCEPTANCE. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State reasonably determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective as of the February 1, 2026 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be EIGHTY MILLION DOLLARS ($80,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for the periods stated in Section A.14 Catalog ("Firm Price Periods").

a. Price Decreases. After the Firm Price Period, prices may be adjusted.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment 3 and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor(s) shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

a. The Contractor shall comply with the following invoicing requirements:

(1) Monthly Bill Files shall be sent to the State electronically through a secure connection to be agreed upon. Monthly Bill Files will be uploaded to the State server no later than 4:30pm Central Time on the last calendar of every month. Failure to comply with this requirement may result in the Contractor being assessed service credits as stated in attachment 4.

(2) The billing cycle shall start on the 20th of the previous month and end on the 19th of the current month. Or the billing cycle will start on the 21st of the previous month and end on the 20th of the current month.

(3) Contractor raw billing data utilized for bill file compilation shall be available in the Contractor's portal no later than seven (7) calendar days after the bill cycle end date.

(4) Contractor's invoice must be available in the Contractor's portal no later than 4:30pm Central

Time on the last calendar of every month. The bill cycle shall be the same or as close to the invoice date as possible.

(5) Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State's billing services team shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract without penalty.

(6) The Contractor shall work with the State on processing the billing file through the State's billing system. If within 90 days a satisfactory resolution to processing the file cannot be reached, the State may cancel the contract without penalty.

(7) The Contractor shall provide a single point of contact for all billing issues/inquiries including the name, toll-free telephone number, and email address. The Contractor shall notify the State's billing services team and STS Mobility Team when changes in personnel occur.

(8) The Contractor shall establish and document a billing escalation process to resolve any billing issues including discrepancies, errors, omissions, or unrecognized charges.

(9) The Contractor shall utilize an ITSM platform of the State's choosing for ordering, order fulfillments, and tracking.

(10) The Contractor shall provide the State's STS Mobility Team with billed and unbilled call record details within seventy-two (72) calendar hours of the requests. Access to the Contractor's portal with call record detail that can be generated by the State is an acceptable substitute

(11) A standard Contractor invoice file format shall be provided to the State's billing services team, in writing, within thirty (30) days upon award of contract. The State has the right to request modifications to the format if needed. Data elements should include but not be limited to the following:

Billing date
Account Number
Invoice Number
Wireless Number
Wireless Customer Name
Usage Charge
Allowable Taxes
Allowable Surcharges
Minutes Used

(12) The Contractor shall ensure all charges are billed to the number that incurred the charges.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

d. The Contractor shall comply with the following invoicing dispute requirements:

(1) If the Contractor is unable to submit accurate invoice information, the State may refuse payment of the Contractor's invoice or may delay payments without penalty.

(2) The State shall provide the Contractor with a file listing of any disputed charges within 30 days of the State receiving the file for the month prior. The State shall identify each disputed charge and provide a reason that it has been disputed. The State waives the right to dispute any charge not documented within this time period.

(3) The portion of charges in dispute may be withheld and will not be considered due until the Contractor completes its investigation of the dispute e.g. numbers not associated with the State, taxes.

(4) Corrections for disputed charges shall be submitted as new invoices but must retain the original invoice date and be submitted no later than two (2) billing cycles from when the dispute was initiated.

(5) The Contractor cannot submit new charges to the State that are outside of the State's fiscal year which runs July 1 to June 30. Corrections to disputed charges are addressed in Section C.5.d.4. above.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7.Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

(1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer.

Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Richard Kotler Category Specialist
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, Tennessee 37243
Email Address: Richard.Kotler@tn.gov
Telephone Number: 615-253-4723

The Contractor:

David Hall, Contract Management - Senior Manager
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701
Email Address: david.hall4@verizonwireless.com
Telephone # Number: 404-977-8653
FAX # Number: 240-280-3686

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon thirty (30) days written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the

United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Total Spend or FIVE MILLION (5,000,000.00) DOLLARS whichever is greater, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be

liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other prompt notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. To the extent applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8- 35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) business day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract

by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1- Attestation; Attachment 2 – RESERVED; Attachment 3 – Catalog of Product and Pricing; and Attachment 4 – Service Credits

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) reasonably acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to include the State as an additional insured as their interest may appear under this Agreement on any insurance policy with the exception of workers' compensation and (employer's liability), and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and limits specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI within ten (10) business days of the Effective Date and again upon renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the same insurance coverages, limits, and endorsements as required of Contractor under this Contract. Notwithstanding the foregoing, upon request the State may waive, in its sole discretion, any coverage requirement not applicable to the work to be performed by a subcontractor engaged by Contractor... At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts The The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the

State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: the insurance coverage requirements and policy limits shown in this Contract No representation is made that the insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

(1) The Contractor shall maintain commercial general liability insurance with limits of one million dollars ($1,000,000) per occurrence and $2,000,000 general aggregate~~,~~ which shall be written on an occurrence coverage form (ISO or a substitute form providing equivalent coverage) and shall include liability coverage for bodily injury, premises and operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. Workers' Compensation and Employer's Liability Insurance

(1) For Contractors statutorily required to carry workers' compensation and employer's liability insurance, the Contractor shall maintain:

i. Workers' compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability an amount of one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

(2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;
ii. The Contractor is a sole proprietor;
iii. The Contractor is in the construction business or trades with no employees;
iv. The Contractor is in the coal mining industry with no employees;
v. The Contractor is a state or local government; or
vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

(1) The Contractor shall maintain automobile liability insurance in the amount of one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage, covering all owned, leased, hired, and non-owned automobiles.

d. Telecommunications, Media & Technology Professional Liability (Errors & Omissions) and Cyber Liability Insurance

(1) The Contractor shall maintain telecommunications, media & technology liability (errors & omissions) and cyber liability insurance in an amount of ten million dollars ($10,000,000) per occurrence and annual aggregate, covering liability arising out of the negligent acts, errors, and/or omissions of Contractor in connection with this Agreement including, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks such as unauthorized access, failure of security, information theft, damage to

destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

(2) Such policy or policies shall also include coverage for data breach response expenses, payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

(1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

(2) Any crime insurance policy shall have a limit of one million dollars ($1,000,000) per claim. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's

other terms and conditions.

E.2. RESERVED

E.3. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties

E.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State which concern or arise out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement by any product or service provided by Contractor to the State under this Agreement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all reasonable legal or other fees or expenses incurred by the State arising from the defense of any such claim. The State shall give the Contractor prompt notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. The Contractor shall have no liability for and no obligation to indemnify against claims or suits to the extent the alleged infringement arises out of or results from any of the following: (a) any illegal or unauthorized use of the cellular services or Devices by the State; (b) modifications of the Devices or software made by the State which are not contemplated by this Contract; (c) any action taken at the State's explicit direction, to the extent the allegedly infringing activity was specifically required by said direction; (d) the State's continuance of an allegedly infringing activity after being notified thereof; (e) any negligent or willful act or omission by or attributable to the State; or (f) the combination of cellular services with services and/or equipment not authorized by the Contractor. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor. The foregoing terms do not apply to third-party products or services sold under this contract which shall be subject to commercial terms and conditions as provided by the third-party solution provider.

E.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s) or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this

Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and Subcontractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action

plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 48 HOURS

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 72 HOURS

These RPO and RTO targets do not apply to Contractor's wireless network.

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer

E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no

cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.12. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
b. Tennessee local government, its agencies, boards, commissions, instrumentalities, or authorities;
c. the board of trustees of the University of Tennessee system; the Tennessee Board of Regents systems; the state university boards; the Tennessee higher education commission; and the Tennessee student assistance corporation;
d. any private nonprofit institution of higher education chartered in Tennessee; and,
e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any requested changes should not impact the competitive nature of the contractor selection process. Any modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

E.13. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. The quarterly report's statistical data shall be detailed and broken down by line item to include information agreed to by the Parties during the Implementation Phase of the Contract, which shall at a minimum include:

(1) Edison contract number

(2) Contract line item number

(3) Invoice date

(4) Invoice number

(5) Supplier part number

(6) Item or bundle description

(7) Quantity purchased

(8) Unit of measure

(9) Unit of measure description

(10)Name of State Agency or Authorized User

(11)Identity of purchaser: State entity or non-State entity

(12)State Agency location

(13)Unit/Contract price per line item

(14)List price as listed in supplier's catalog if catalog item

(15)Subtotals for each category above

(16)Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

E.14. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State.

The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.15. Administrative Fee The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Contract no later than thirty (30) days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

Period End	Admin Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The administrative fee shall be submitted to the following address:

Director of Financial Management
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Brenton Ferrara (Dec 22, 2025 10:53:38 EST) December 22, 2025

CONTRACTOR SIGNATURE **DATE**

Brenton Ferrara, VP- Contract Management

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME: STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO , ou=Dept of General Services, email=mike.perry@tn.gov, c=US
Date: 2025.12.31 08:44:36 -06'00'

MICHAEL F PERRY, CHIEF PROCUREMENT OFFICER **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32110-00811
CONTRACTOR LEGAL ENTITY NAME:	Cellco Partnership d/b/a Verizon Wireless

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Brenton Ferrara (Dec 22, 2025 10:53:38 EST)

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Brenton Ferrara, VP- Contract Management

PRINTED NAME AND TITLE OF SIGNATORY

December 22, 2025

DATE OF ATTESTATION

ATTACHMENT 2

RESERVED

CATALOG

Format of Catalog

The Catalog shall be an Excel Spreadsheet utilizing three (3) Tabs

Tab 1. **This tab shall contain the listing of all the service plans the respondent makes available to other States, whether Standard offering or custom. Offered Plans will be given a name (i.e, Unlimited Voice/ Data Plan), description of the Plan including the service, i.e. Unlimited Voice/Data, any restrictions and or limitations and cost showing (at a minimum) the List Price, The Discount, and The Net Price to the State (without Taxes and Surcharges). In addition, the list is to contain such add-ons as International Calling/Data Plans (including the definition of International and Domestic), Push-to- Talk, etc.**

Tab 2. **This Tab shall contain a listing of equipment offerings such as Phones, Hotspots, Cellular Routers, Extenders, etc.**

Tab 3. **This Tab shall contain the listing of the Business Solutions Offerings (refer to A.11 of the Scope), and costs (depending on the specific solution pricing may have to be negotiated at the time a solution is considered for implementation), and any required licenses. The Contracted Party is responsible for the performance for Third Party Business Solutions providers. Orders would be placed on the Contractor and payments would be made to the Contractor. The Contractor is responsible for paying the Third Party.**

Approved Verizon Catalog 12/2025



Verizon Pro Forma
Attachment 3 Catalo

SERVICE CREDITS

SERVICE LEVEL	CREDITS	CONVERSION TO DOLLARS (ONE CREDIT EQUALS $1.00)
1. Certificate(s) of Data Destruction		
Not Received within thirty (30) business days after receipt of device	500	$500.00
Continued 30 day periods without receipt	500	$500.00
2. Monthly Bill File Received		
Failure to comply with C.5.a.1 "Last Day of Month"	5000	$5,000.00
Each day not received after Last day of Month requirement	500	$500.00

A. Service Credits shall be limited to Contractor-provided devices. Contractor shall not be subject to Service Credits or other penalties for Cellular Devices provided by other Carriers. If the Contractor misses providing a Disposal Certificate containing multiple Devices, the Contractor will be assessed for missing one Certificate. The State may waive Service Credits if Contractor communicates receipt of devices and status of Disposal Certificates.
B. State of Tennessee F&A Billing Services shall invoice the Contractor for the Service Credit amount accrued each month if applicable. The State may waive Service Credits if the Contractor works in good faith and communicates with State of Tennessee F&A Billing Services.

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

File #: 1782 **Agenda Date:** 6/22/2026 **Agenda #:** 8.C.

Title:

A RESOLUTION APPROVING A SUPPLEMENT TO AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND PAPE-DAWSON FOR THE DESIGN OF THE CENTRAL PIKE WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION -2026

A RESOLUTION APPROVING A SUPPLEMENT TO AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND PAPE-DAWSON FOR THE DESIGN OF THE CENTRAL PIKE WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, this project consists of the widening of Central Pike from 2 lanes to a 4-lane median divided roadway from I-40 to S. Mt. Juliet Road and realigning the roadway to improve the existing geometric deficiencies; and

WHEREAS, the NEPA phase of the Central Pike Widening project is nearing completion and the City would like to continue with the preliminary and final design phases of the project; and

WHEREAS, the City of Mt. Juliet desires to approve a supplement to the agreement with Pape-Dawson for services related to the preliminary and final design phases of the project.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Board of Commissioners approves the supplement #1 to the Agreement with Pape-Dawson.

Section 2. Mayor James Maness is hereby authorized to execute the said supplement #1 to the Agreement with Pape-Dawson.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

RESOLUTION -2026

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING A SUPPLEMENT TO AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND PAPE-DAWSON FOR THE DESIGN OF THE CENTRAL PIKE WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

The project:	This project consists of widening Central Pike from 2 lanes to a 4 lane, median divided roadway with multi-use paths on each side.
Contract:	The City of Mt. Juliet desires to approve the supplement to the agreement with Pape-Dawson (formerly known as Ragan-Smith) for design services.
Funding:	The total fee for this supplement agreement is $600,935. This fee will be spread over the next 2 to 3 years to complete the final design phase of the project.
Official act:	This resolution is to provide formal support of the supplement to the agreement and to authorize the Mayor to sign the agreement.

June 4, 2026

Mr. Matthew White
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, TN 37122

RE: SR-265 (Central Pike) Widening (PIN 124887.02)
Mt. Juliet, Tennessee
Job No. 21000309-000
Additional Service Request No. 1

Dear Mr. White:

This letter is to request funding for additional services for the above referenced site. These services are considered above and beyond previously authorized work, and include the following:

PROJECT
The phases of work described below seek to establish the scope of work to complete the project through final right-of-way plans. This project is a TDOT Hybrid Project. After coordination with TDOT, Pape-Dawson has been instructed by TDOT to follow the TDOT Local Government Guidelines Manual (LGGM) for right-of-way submittal.

ANTICIPATED *AUTHORITIES HAVING JURISDICTION* (AHJ)

- City of Mt. Juliet
- Tennessee Department of Transportation

PRELIMINARY PLANS AND FIELD REVIEW

I. PRELIMINARY PLAN SUBMITTAL (TASK 212)
According to the FY 26 TDOT 10-Year Plan, the SR-265 Widening project has an anticipated construction year of 2032. The SR-265 Interchange at I-40 project adjacent to the SR-265 Widening project (western terminus) is anticipated to be let for construction in 2029. The SR-265 Widening project will begin just east of the Providence Parkway intersection with SR-265 and tie to the proposed newly constructed SR-265 Interchange at I-40 project. The SR-171 (S. Mt. Juliet Road) Widening project is also adjacent to the SR-265 Widening project (eastern terminus) and has an anticipated construction date of 2031 based on the FY 26 TDOT 10-Year Plan. The SR-265 Widening project will tie to the newly proposed SR-171 project approximately 1500’ west of the SR-171 and SR-265 intersection. Pape-Dawson will complete the preliminary plan submittal for this project based on these construction letting schedules.

Anticipated Design Criteria

- Design speed (SR-265) – 45 mph / posted speed 40 mph
- 4 lanes at 11-feet with curb and gutter and 30' raised grass median
- 2.5' grass strip and 10' shared use path on both sides of SR-265

Pape-Dawson will complete the preliminary plan set and submit this plan set to TDOT Local Programs for review. This plan set will include the following sheets:

- Title Sheet
- Typical Sections
- ROW Acquisition Table and Property Map
- Present Layouts
- Proposed Layouts
- Profiles
- Private Drive Profiles
- Side Road Profiles
- Drainage Map
- Culvert Section
- Roadway Cross Sections

Deliverables:

- *Preliminary Plan Set for Field Review*

II. PRELIMINARY FIELD REVIEW (TASK 290)

Pape-Dawson will schedule and hold a Preliminary Field Review. After the Preliminary Field Review, Pape-Dawson will complete a comment resolution form to respond to all comments provided by TDOT Local Programs.

Deliverables:

- *Final Preliminary Plan Set*
- *Preliminary Field Review*
- *Preliminary Field Review Meeting Minutes*

ENVIRONMENTAL STUDIES

III. NEPA DOCUMENT (TASK 238)

Pape-Dawson has developed the following NEPA document scope based on our understanding and previous coordination with TDOT. Our expectation is that the project will be developed as a D-List Categorical Exclusion submitted to TDOT based on the guidance contained in the *TDOT Local Government Guidelines for Completing the NEPA Process*. Preparation of the NEPA document will include the following tasks.

- Initial Studies Coordination Form
- Coordination of Technical Studies (Environmental Resource Identification and Effects/Impacts Studies)
- Draft NEPA Document

- Final NEPA Document

IV. ENVIRONMENTAL RESOURCE STUDIES (TECHNICAL STUDIES) (TASK 711)

Environmental Resource Identification Studies - Pape-Dawson will investigate the Environmental Technical Study Area (ETSA) to locate, identify, describe, and document environmental resources, including initiating coordination of resource findings with appropriate regulatory agencies.

Environmental Resource Effect/Impact Studies - Pape-Dawson will complete Necessary Resource Effect/Impact Evaluations, finalize all needed memos for inclusion with the Environmental Document and coordinate inclusion of the Study and related information in the Environmental Document. The following technical areas will be assessed.

- Air Quality and Noise
- Ecology
- Floodplain
- Cultural Resources
- Hazardous Materials

Deliverables:

- *Technical Study Reports*
- *Draft/Final NEPA D-List CE Document and Appendices*
- *Project Commitments*

RIGHT-OF-WAY DESIGN AND PLANS SUBMITTAL

V. RIGHT-OF-WAY DESIGN (TASK 291)

Pape-Dawson will develop right-of-way design plans guided by Tennessee Department of Transportation (TDOT) standards under the supervision of Professional Engineers licensed in the State of Tennessee These design plans will follow TDOT Local Government Guidelines Manual (LGGM) requirements.

The right-of-way plan design will include the following design considerations:

- Develop design plans to establish permanent ROW and easement requirements for acquisition
- Underground roadway drainage system design
- Guardrail and pedestrian safety rail design
- Develop ditch design and ditch lining
- Develop traffic control concepts and plan sheets
- Develop EPSC plans
- Develop pavement marking and signing plans
- Incorporate geotechnical recommendations
- Incorporate box culvert or bridge design
- Retaining wall recommendations/concepts

- Preliminary utility coordination – initial contact coordination and early deconfliction process
- TVA and TransCanada Gas coordination
- Design Exceptions and Waivers (as necessary)
- Estimated Roadway Quantities

VI. RIGHT-OF-WAY PLAN DEVELOPMENT (TASK 292)

Pape-Dawson will prepare right-of-way plans to submit to TDOT Local Programs for review. This plan set will include the following sheets:

- Title Sheet (Revised from Preliminary Plans)
- Project Commitments (if applicable)
- Typical Sections and Pavement Schedule
- Tabulated Quantities
- Detail Sheets
- ROW Notes, Utility Notes and Utility Owners
- Property Map and Acquisition Table
- Present Layouts
- Right-of-Way Detail Sheets
- Proposed Layouts
- Proposed Profiles
- Side Road Profiles
- Private Driveway Profiles
- Drainage Maps
- Culvert Cross Sections
- Pavement Marking Layout Sheets
- Retaining Wall Plans
- Preliminary Traffic Control Plans
- Mainline Roadway Cross Sections
- Side Road Roadway Cross Sections
- Preliminary Bridge Plans (if needed)

VII. RIGHT-OF-WAY FIELD REVIEW (TASK 293)

Pape-Dawson will schedule and hold a Right-of-Way Field Review. After the Right-of-Way Field Review, Pape-Dawson will complete a comment resolution form to respond to all comments provided by TDOT Local Programs.

Deliverables:

- *Final Right-of-Way Plan Set*
- *Right-of-Way Field Review*
- *Right-of-Way Field Review Meeting Minutes*

VIII. DESIGN PUBLIC MEETING (TASK 294)

Pape-Dawson will schedule and hold a Design Public Meeting for the project before final submittal of Right-of-Way Plans. Pape-Dawson will be responsible for the following tasks:

- Determining location and date for the meeting
- Confirming the attendance of a court reporter and TDOT divisions
- Completing Public Meeting Notice Request and Public Meeting Checklist
- Preparing all meeting materials
- Leading the presentation for the Design Public Meeting
- Preparing Meeting Minutes and responses to comments from Meeting

Deliverables:

- *Design Public Meeting materials*
- *Design Public Meeting Minutes and Comment Responses*

HYDROLOGY AND HYDRAULICS

IX. DETAILED ANALYSIS REVIEW (TASK 223)

Pape-Dawson performed a preliminary analysis. This analysis will be reviewed and the models checked prior to moving forward with any additional studies or efforts related to this scope of work. The expectation is that the hydrology analysis and hydraulic model will be acceptable for use. If significant changes are required, additional fee may be required.

X. FLOODPLAIN MODELING (TASK 224)

Hydraulics of North Creek within the project limits will be evaluated to determine impacts due to proposed cut/fill in the floodplain and each of the proposed creek crossing structures (2 assumed) for this project. The hydraulics of the stream must be considered to identify and mitigate for potential adverse impacts, as defined by the City of Mt. Juliet. Tasks to be completed by Pape-Dawson include:

- Update hydraulic models of the crossing and the creek with proposed topography as provided for the project.
- Determine pre-project and post-project 100-year base flood elevations.
- Identify areas of cut required to lower base flood elevations from pre-project to post-project conditions to create a no adverse impact condition.
- Delineate pre-project and post-project condition 100-year floodplains.
- Provide guidance on crossing elevations and conveyance area requirements.
- A kickoff meeting will be held, plus attendance at two (2) virtual meetings. Additional meetings can be provided as additional services.
- This task provides up to two grading iterations with the design team for each alternative.

Deliverables:

- *One exhibit for each alternative depicting the pre-project and post-project 100-year floodplains.*

- *Floodplain delineation linework for the 100-year proposed conditions suitable for incorporating in the design plans.*
- *Sizes for up to two (2) alternative crossings.*

Data is intended to be used for internal discussion and planning with Client.

XI. FEMA CONDITIONAL LETTER OF MAP REVISION (CLOMR) (TASK 225)

A Conditional Letter of Map Revision (CLOMR) will be required and prepared to confirm the proposed improvements meet FEMA regulations. Specific tasks to be performed include:

- Review flood studies and modeling previously prepared in the vicinity, and if possible, reuse calculations after confirming applicability.
- Create the pre-project and post-project conditions hydraulic model for North Creek to document the changes to the creek from the proposed grading plan and crossing.
- Quantify pre-project and post- project 100-year water surface elevations and floodplain top widths. Update delineations for 100-year floodplain.
- Prepare a CLOMR application letter report, including MT-2 forms, calculations, and exhibits.
- Address up to one (1) cycle of comments with the City of Mt. Juliet and make any revisions related to errors, minor differences of opinion, or omissions for approval.
- Address up to two (2) cycles of comments with FEMA and make any revisions related to errors, minor differences of opinion, or omissions for approval.
- Prepare public notice, either by newspaper publication or individual letters sent by certified mail, to comply with FEMA requirements for public notice.
- Attendance at one (1) virtual meeting with City staff and up to two (2) virtual meetings with FEMA reviewer.

Deliverables:

- *Letter report, MT-2 forms, digital models, supporting tables for calculations and the following exhibits:*
  - *Vicinity Map*
  - *Effective Floodplain Map*
  - *Topographic Work Map*
  - *Annotated FIRM*

Application must be reviewed / approved by City of Mt. Juliet to secure signature on Community Acknowledgement Form. Then application will be delivered to and reviewed / approved by FEMA to issue a CLOMR Determination Document.

ADDITIONAL SERVICES

Additional Services, for which additional fees will be requested, may consist of, but not be limited to, the following items:

- *Calculating hydrology using SCS method or Unit Hydrograph Method*
- *Evaluating more than two (2) iterations of the site / grading plans.*
- *Performing 2-dimensional or unsteady-state modeling for the tract, even if requested by Client or reviewing agency.*
- *Sizing for more than two (2) stream crossings alternatives.*
- *Responding to additional reviews from the reviewing agency.*

- *Attending more meetings than outlined above.*
- *Coordinating with FEMA.*
- *Coordinating with agencies other than the City of Mt. Juliet.*

LIMITATIONS AND EXCLUSIONS

In addition to the items listed previously, the following limitations and exclusions were assumed when preparing this scope and fee estimate:

- *As-built, structure and/or topographic survey is not included as part of these services.*
- *No grading designs will be performed as part of these services.*
- *Review of construction plans for compliance with City criteria is not included in these services.*
- *Letter of Map Revision (LOMR) services, Letter of Map Amendment (LOMA) services, and/or No-Rise certifications are not included as part of these services*
- *Civil site, structural, and/or geotechnical services are not included in these services*
- *Cost-Estimations are not included in these services*
- *Hydraulic scour analysis is not included in these services*

LAND SURVEYING

XII. ROADWAY TOPOGRAPHIC SURVEY (TASK 105)

As the design progresses, there will likely be additional survey needed along the corridor. **Pape-Dawson** will provide a field-run topographic survey. The topographic survey will be made in accordance with the requirements for topographic surveys as currently defined and adopted by the Tennessee State Board of Examiners for Land Surveyors. All work will be performed under the direct supervision of a Registered Land Surveyor licensed to practice surveying in the State of Tennessee. **Pape-Dawson** has allocated budget for 2 weeks in the field and 2 weeks in the office.

PROJECT MANAGEMENT

XIII. MEETINGS (TASK 501)

Pape-Dawson will meet with **Client**, design team, ownership team, and the **AHJ** representatives on an as-needed basis . The preparation for and attendance at these meetings will be billed at an hourly rate.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- *Section 4(f) and/or 6(f) process*
- *Environmental Site Assessment (Phase 1 and/or Phase 2)*
- *Biological Assessment, Biological Opinion and/or species-specific survey (e.g. stream side salamander, bat study, mist netting, etc.)*

SUMMARY OF SCOPE AND FEES

PRELIMINARY PLAN SUBMITTAL AND PRELIMINARY FIELD REVIEW			
I.	PRELIMINARY PLANS SUBMITTAL	Task 212	$22,500.00
II.	PRELIMINARY FIELD REIVEW	Task 290	$16,000.00
ENVIRONMENTAL STUDIES			
III.	NEPA DOCUMENT	Task 238	$30,000.00
IV.	ENVIRONMENTAL RESOURCE STUDIES (TECHNICAL STUDIES)	Task 711	$45,000.00
RIGHT-OF-WAY DESIGN AND PLANS SUBMITTAL			
V.	RIGHT-OF-WAY DESIGN	Task 291	$235,000.00
VI.	RIGHT-OF-WAY PLAN DEVELOPMENT	Task 292	$76,685.00
VII.	RIGHT-OF-WAY FIELD REVIEW	Task 293	$16,000.00
VIII.	DESIGN PUBLIC MEETING	Task 294	$24,750.00
HYDROLOGY AND HYDRAULICS			
IX.	DETAILED ANALYSIS REVIEW	Task 223	$5,000.00
X.	FLOODPLAIN MODELING	Task 224	$30,000.00
XI.	FEMA CONDITIONAL LETTER OF MAP REVISION (CLOMR)	Task 225	$35,000.00
LAND SURVEYING			
XII.	ROADWAY TOPOGRAPHIC SURVEY	Task 105	$30,000.00
PROJECT MANAGEMENT			
XIII.	MEETINGS	Task 501	$35,000.00
		Total:	**$ 600,935.00**

A budget increase of $600,935.00 is the estimated cost of Pape-Dawson's current understanding of the additional services identified above. Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 18th day of September 2023.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

Lee Schumann, P.E.
Practice Leader

ACKNOWLEDGED & ACCEPTED

Signature:_____

Print Name:_____

Title:_____

Date:_____

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2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Mt. Juliet, Tennessee

Staff Report

File #: 1757 **Agenda Date:** 6/22/2026 **Agenda #:** 9.A.

Title:

AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

ORDINANCE 2026 -

AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any monies regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE AS FOLLOWS:

Section 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund 110	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Local Taxes	$ 28,906,994	$ 34,429,626	$ 40,393,369
Permits and Fees	7,268,869	7,848,560	6,700,290
Fines and Forfeitures	1,249,796	1,253,135	1,232,050
Grants	263,041	146,073	66,500
Intergovernmental Revenue	8,620,020	8,859,434	9,610,499
Miscellaneous Revenue	159,646	3,115,952	3,285,950
Total Revenues	$ 46,468,367	$ 55,652,780	$ 61,288,657
Appropriations			
General Government	$ 12,559,408	$ 7,962,707	$ 9,247,397
Public Safety	28,900,274	31,823,315	37,524,769
Public Works	5,300,373	3,041,225	3,290,599
Parks and Recreation	1,864,951	1,758,886	2,503,101
Community Development	2,009,564	1,943,312	1,940,781
Transfers to Other Funds	14,255,087	16,305,723	7,281,721
Total Appropriations	$ 64,889,657	$ 62,835,168	$ 61,788,367
Change in Fund Balance (Revenues - Appropriation	(18,421,290)	(7,182,388)	(499,710)
Beginning Fund Balance July 1	41,532,667	23,111,377	15,928,989
Ending Fund Balance June 30	$ 23,111,377	$ 15,928,989	$ 15,429,280
Ending Fund Balance as % of Appropriations	36%	25%	25%

State Street Aid Fund 121	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
State Gasoline & Motor Fuel	$ 1,415,045	$ 1,494,584	$ 1,587,796
Miscellaneous Revenue	30,272	29,742	24,000
Transfer from General Fund	750,000	670,000	500,000
Total Revenues	$ 2,195,317	$ 2,194,326	$ 2,111,796
Appropriations			
Operations Recurring	$ 2,016,905	$ 2,213,555	$ 2,110,000
Capital Outlays	-	-	-
Total Appropriations	$ 2,016,905	$ 2,213,555	$ 2,110,000
Change in Fund Balance (Revenues - Appropriation	178,412	(19,229)	1,796
Beginning Fund Balance July 1	137,591	316,003	296,774
Ending Fund Balance June 30	$ 316,003	$ 296,774	$ 298,569
Ending Fund Balance as % of Appropriations	16%	13%	14%

Drug Fund 123	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Drug Related Fines	$ 257,741	$ 104,806	$ 105,000
Sale of Seized Items			
Miscellaneous Revenue	21,980	20,000	20,000
Total Revenues	$ 279,721	$ 124,806	$ 125,000
Appropriations			
Operations Recurring	$ 73,253	$ 6,129	$ 29,000
Capital Outlays	132,947	0	416,000
Total Appropriations	$ 206,200	$ 6,129	$ 445,000
Change in Fund Balance (Revenues - Appropriation	73,522	118,678	(320,000)
Beginning Fund Balance July 1	579,074	652,595	771,273
Ending Fund Balance June 30	$ 652,595	$ 771,273	$ 451,273
Ending Fund Balance as % of Appropriations	316%	12585%	101%

Debt Service Fund 124	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Transfers from Other Funds	$ 3,640,000	$ 3,635,723	$ 2,697,747
Impact Fees	568,957	800,743	750,000
Miscellaneous Revenue	10,963	16,230	15,000
Total Revenues	$ 4,219,920	$ 4,452,696	$ 3,462,747
Appropriations			
Bond Interest	$ 1,766,488	$ 1,741,305	$ 1,627,305
Bond Principal Redemption	2,215,000	2,315,000	2,450,000
Capital Note Interest	0	0	0
Capital Note Principal	0	0	0
Total Appropriations	$ 3,981,488	$ 4,056,305	$ 4,077,305
Change in Fund Balance (Revenues - Appropriation	238,432	396,391	(614,558)
Beginning Fund Balance July 1	129,735	368,167	764,558
Ending Fund Balance June 30	$ 368,167	$ 764,558	$ 150,000
Ending Fund Balance as % of Appropriations	9%	19%	4%

Employee Benefits Fund 150	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
City Contributions	$ 4,400,482	$ 5,396,829	$ 4,850,557
Participant Contributions	$ 1,025,226	$ 1,177,376	$ 1,085,164
Total Revenues	$ 5,425,708	$ 6,574,205	$ 5,935,721
Appropriations			
Participant Claims & Expenses	$ 5,570,879	$ 6,199,275	$ 6,343,459
Total Appropriations	$ 5,570,879	$ 6,199,275	$ 6,343,459
Change in Fund Balance (Revenues - Appropriation	(145,171)	374,931	(407,738)
Beginning Fund Balance July 1	1,062,943	917,772	1,292,703
Ending Fund Balance June 30	$ 917,772	$ 1,292,703	$ 884,965
Ending Fund Balance as % of Appropriations	16%	21%	14%

ORDINANCE 2026 -

Capital Projects Fund 300	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Grants	$ 1,873,387	$ 1,398,467	$ 14,015,037
Interest and Other	1,535,779	2,729,027	200,000
Sale of Bonds/Notes	-	-	8,150,000
Transfers from Other Funds	9,850,000	12,000,000	4,083,974
Total Revenues	$ 13,259,166	$ 16,127,495	$ 26,449,011
Appropriations			
Roads and Projects	$ 33,234,315	$ 18,147,291	$ 33,653,204
Total Appropriations	$ 33,234,315	$ 18,147,291	$ 33,653,204
Change in Fund Balance (Revenues - Appropriation	(19,975,149)	(2,019,796)	(7,204,193)
Beginning Fund Balance July 1	37,249,139	17,273,990	15,254,194
Ending Fund Balance June 30	$ 17,273,990	$ 15,254,194	$ 8,050,001
Ending Fund Balance as % of Appropriations	52%	84%	24%

Storm Water Fund 416	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Inspections	$ 516,450	$ 450,110	$ 525,000
Storm Water Charges	2,367,907	2,519,230	2,525,000
Miscellaneous Revenue	161,363	100,912	101,500
Total Revenues	$ 3,045,719	$ 3,070,252	$ 3,151,500
Appropriations			
Personnel	$ 889,846	$ 1,386,780	$ 1,516,013
Operating	168,944	126,288	181,150
Capital Outlays	664,330	963,645	5,514,000
Total Appropriations	$ 1,723,120	$ 2,476,712	$ 7,211,163
Change in Fund Balance (Revenues - Appropriation	1,322,598	593,540	(4,059,663)
Beginning Fund Balance July 1	3,450,760	4,773,359	5,366,898
Ending Fund Balance June 30	$ 4,773,359	$ 5,366,898	$ 1,307,235
Ending Fund Balance as % of Appropriations	277%	217%	18%

Sewer Fund 412	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Operating Revenues			
Sewer Charges	$ 9,431,919	$ 10,199,073	$ 11,218,980
Miscellaneous Other Fees	2,430,704	2,313,075	$ 2,578,200
Total Operating Revenues	$ 11,862,623	$ 12,512,148	$ 13,797,180
Operating Expenses			
Administrative	$ 2,218,451	$ 2,363,179	2,957,502
Sewer Department	4,965,161	5,618,156	6,173,576
Depreciation	2,800,000	3,108,000	3,000,000
Total Operating Expenses	$ 9,983,612	$ 11,089,335	$ 12,131,078
Operating Income (Loss)	$ 1,879,011	$ 1,422,812	$ 1,666,102
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	$ 1,193,301	$ 805,220	$ 1,000,000
Grants - Operating	-	-	-
Other Income			
Expense: Debt Service - Interest Expense			
Total Nonoperating Revenue (Expenses)	$ 1,193,301	$ 805,220	$ 1,000,000
Income (Loss) Before Capital Contributions and Transfers	$ 3,072,312	$ 2,228,032	$ 2,666,102
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	$ 932,813	$ 1,300,750	1,000,000
Capital Contributions - Grants			
Capital Contributions - Other	6,232,880	1,000,000	1,000,000
Transfers In - from Other Funds			
Total Capital Contributions and Transfers	$ 7,165,693	$ 2,300,750	$ 2,000,000
Change in Net Position	**$ 10,238,005**	**$ 4,528,782**	**$ 4,666,102**
Beginning Net Position July 1	119,188,146	129,426,151	133,954,933
Ending Net Position June 30	**$ 129,426,151**	**$ 133,954,933**	**$ 138,621,035**
Statutory Change in Net Position Reconciliation:			
Change in Net Position	$ 10,238,005	$ 4,528,782	$ 4,666,102
Subtract:			
Capital Contributions - Tap Fees in Excess of Cost	$ 932,813	$ 1,300,750	$ 1,000,000
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	6,232,880	1,000,000	1,000,000
Transfers In - from Other Funds	-	-	-
Total amount subtracted for statutory change	$ 7,165,693	$ 2,300,750	$ 2,000,000
Statutory Change in Net Position*	$ 3,072,312	$ 2,228,032	$ 2,666,102

* *Note: A statutory negative Change in Net Position for two consecutive years will result in the local government's referral to the Water and*

Section 2. At the end of the fiscal year 2026, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balances at June 30, 2026
General Fund	$ 15,928,989
State Street Aid Fund	$ 296,774
Drug Fund	$ 771,273
Debt Service Fund	$ 764,558
Employee Benefits Fund	$ 1,292,703
Capital Projects Fund	$ 14,315,222
Sewer Fund	$ 25,131,301
Storm Water Fund	$ 5,366,898

Section 3. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2026	FY2027 Principal Payment	FY2027 Interest Payment
Bonds				
2020 GO REFUNDING 2016 BONDS		$ 7,065,000	$ 780,000	$ 149,805
2024 GO BONDS		$ 29,550,000	$ 1,670,000	$ 1,477,500
2026 GO BONDS	$ 11,150,000			
Notes				
Capital Leases				

Section 4. During the coming fiscal year (2026) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Capital Projects	Proposed Capital Projects - Total Expense	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
SMJR WIDENING GRAVES TO CENTRAL PK	$ 250,000	$ 250,000	None
CENTRAL PK INTERCHANGE	$ 2,000,000	$ 2,000,000	None
GOLDEN BEAR/BECKWITH INTERCHANGE HIGH MAST	$ 200,000	$ 200,000	None
PLEASANT GROVE RD.	$ 500,000	$ 500,000	None
TOWN CENTER TRAIL, PHASE III	$ 2,525,000	$ 2,525,000	None
TOWN CENTER TRAIL, PHASE 4 (TRAIN STATION TO C	$ 200,000	$ 200,000	None
MT. JULIET ROAD ADA UPGRADES, PHASE II	$ 1,392,640	$ 1,392,640	None
ITS & SIGNAL IMPROVEMENTS, PHASE III	$ 2,164,261	$ 2,164,261	None
GBG WIDENING CC TO LEBANON RD	$ 650,000	$ 650,000	None
OLDR IMPROVEMENTS PHASE I	$ 8,150,000	$ 8,150,000	$ 8,150,000
LEBANON RD SIDEWALKS PH 3	$ 1,711,183	$ 1,711,183	None
ITS (INTELLIGENT SIGNAL SYSTEM) PH 2	$ 1,000,000	$ 1,000,000	None
E. DIVISION STREET IMPROVMENTS (AMAZON)	$ 250,000	$ 250,000	None
CURD ROAD SIGNAL AT MT. JULIET ROAD	$ 600,000	$ 600,000	None
BECKWITH ROAD WIDENING	$ 2,250,000	$ 2,250,000	None
CENTRAL PK IMPORVEMENTS	$ 750,000	$ 750,000	None
CEDAR CREEK GREENWAY PHASE II	$ 1,779,720	$ 1,779,720	None
SPRING VALLEY DRIVE EXTENSION	$ 650,000	$ 650,000	None
SE SPRINGDALE SIDEWALK CONNECTION	$ 25,000	$ 25,000	None
SS4A IMPLEMENTATION PROJECT	$ 6,410,400	$ 6,410,400	None
BELINDA PKWY PEDESTRIAN SIGNAL CROSSING	$ 180,000	$ 180,000	None

Section 5. The current wastewater disposal rates are increased by five percent (5%) after a rate adjustment recommended by a recent rate study for all residential and commercial users inside and outside the city limits, including the prior 1984 property owners that have sewer available that have not hooked onto the sewer system of the City of the Mt. Juliet Sewer. The rate structure will be as follows and shall continue until amended:

	2026 Rates
Residential – Inside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	17.21
Per 1,000 gallons thereafter	8.43
Commercial – Inside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	24.27
Per 1,000 gallons thereafter	11.75
Residential – Outside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	21.52
Per 1,000 gallons thereafter	10.56
Minimum Base Rate Charge for service requested after June 9, 2019	
(first 2,000 gallons)	34.42
Per 1,000 gallons thereafter	16.86
Commercial – Outside Mt. Juliet:	
Minimum Base Rate Charge for service requested prior to June 9, 2019	
(first 2,000 gallons)	30.35
Per 1,000 gallons thereafter	14.69
Minimum Base Rate Charge for service requested after June 9, 2019	
(first 2,000 gallons)	48.55
Per 1,000 gallons thereafter	23.50
Special Discharge Fees:	
Billing Fee	22.00
Plus 160% of Discharge Per 1,000 gallons	14.69
Prior 1984 Customers	
Flat rate	17.21
Well Access	32.98
Grease Traps Monthly	44.00

Section 6. The new rates shall be effective with the July 31, 2026 sewer billing statements.

Section 7. Title 13, Section 13-1-12 (e) as amended effective May 1, 2020, to adjust the sewer capacity charge as follows shall remain effective until amended:
RS-40 $1,340.00 per unit
RS-30 $1,590.00 per unit
RS-20 $1,840.00 per unit
RS-15 $2,090.00 per unit
RS-10 $2,340.00 per unit
All other residential classifications $2,590.00 per unit
Title 13, Section 13-1-12 (e) is further confirmed as amended to state "commercial capacity fees shall be altered accordingly" until otherwise amended.

Section 8. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section 9. Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-509 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

Section 10. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated
§ 6-56-206 will be attached.

Section 11. There is hereby levied a property tax of $0.28 per $100 of assessed value on all real and personal property. The tax rate established herein exceeds the Certified Tax Rate calculated by the county assessor and reviewed by the Tennessee State Board of Equalization. Pursuant to Tennessee Code Annotated § 67-5-1702, the City advertised its intent to exceed the certified tax rate in The Chronicle, which was published on June 10, 2026. A public hearing was then held on June 22, 2026.

Section 12. This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual

operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section 13. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section 14. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section 15. This ordinance shall take effect July 1, 2026, the public welfare requiring it.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

City of Mt. Juliet
Fiscal Year 2026-2027
Budget Document

2nd Reading
June 22, 2026

City of Mt. Juliet
Budget Document
Fiscal Year Ending June 30, 2026
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City of Mt. Juliet
Budget Document
Fiscal Year Ending June 30, 2026
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ORDINANCE 2026 -

AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE ADOPTING THE ANNUAL BUDGET, PROPERTY TAX RATE AND SEWER RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any monies regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE AS FOLLOWS:

Section 1. That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

ORDINANCE 2026 -

General Fund 110	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Local Taxes	$ 28,906,994	$ 34,429,626	$ 40,393,369
Permits and Fees	7,268,869	7,848,560	6,700,290
Fines and Forfeitures	1,249,796	1,253,135	1,232,050
Grants	263,041	146,073	66,500
Intergovernmental Revenue	8,620,020	8,859,434	9,610,499
Miscellaneous Revenue	159,646	3,115,952	3,285,950
Total Revenues	$ 46,468,367	$ 55,652,780	$ 61,288,657
Appropriations			
General Government	$ 12,559,408	$ 7,962,707	$ 9,247,397
Public Safety	28,900,274	31,823,315	37,524,769
Public Works	5,300,373	3,041,225	3,290,599
Parks and Recreation	1,864,951	1,758,886	2,503,101
Community Development	2,009,564	1,943,312	1,940,781
Transfers to Other Funds	14,255,087	16,305,723	7,281,721
Total Appropriations	$ 64,889,657	$ 62,835,168	$ 61,788,367
Change in Fund Balance (Revenues - Appropriation	(18,421,290)	(7,182,388)	(499,710)
Beginning Fund Balance July 1	41,532,667	23,111,377	15,928,989
Ending Fund Balance June 30	$ 23,111,377	$ 15,928,989	$ 15,429,280
Ending Fund Balance as % of Appropriations	36%	25%	25%

State Street Aid Fund 121	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
State Gasoline & Motor Fuel	$ 1,415,045	$ 1,494,584	$ 1,587,796
Miscellaneous Revenue	30,272	29,742	24,000
Transfer from General Fund	750,000	670,000	500,000
Total Revenues	$ 2,195,317	$ 2,194,326	$ 2,111,796
Appropriations			
Operations Recurring	$ 2,016,905	$ 2,213,555	$ 2,110,000
Capital Outlays	-	-	-
Total Appropriations	$ 2,016,905	$ 2,213,555	$ 2,110,000
Change in Fund Balance (Revenues - Appropriation	178,412	(19,229)	1,796
Beginning Fund Balance July 1	137,591	316,003	296,774
Ending Fund Balance June 30	$ 316,003	$ 296,774	$ 298,569
Ending Fund Balance as % of Appropriations	16%	13%	14%

ORDINANCE 2026 -

Drug Fund 123	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Drug Related Fines	$ 257,741	$ 104,806	$ 105,000
Sale of Seized Items			
Miscellaneous Revenue	21,980	20,000	20,000
Total Revenues	$ 279,721	$ 124,806	$ 125,000
Appropriations			
Operations Recurring	$ 73,253	$ 6,129	$ 29,000
Capital Outlays	132,947	0	416,000
Total Appropriations	$ 206,200	$ 6,129	$ 445,000
Change in Fund Balance (Revenues - Appropriation	73,522	118,678	(320,000)
Beginning Fund Balance July 1	579,074	652,595	771,273
Ending Fund Balance June 30	$ 652,595	$ 771,273	$ 451,273
Ending Fund Balance as % of Appropriations	316%	12585%	101%

Debt Service Fund 124	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Transfers from Other Funds	$ 3,640,000	$ 3,635,723	$ 2,697,747
Impact Fees	568,957	800,743	750,000
Miscellaneous Revenue	10,963	16,230	15,000
Total Revenues	$ 4,219,920	$ 4,452,696	$ 3,462,747
Appropriations			
Bond Interest	$ 1,766,488	$ 1,741,305	$ 1,627,305
Bond Principal Redemption	2,215,000	2,315,000	2,450,000
Capital Note Interest	0	0	0
Capital Note Principal	0	0	0
Total Appropriations	$ 3,981,488	$ 4,056,305	$ 4,077,305
Change in Fund Balance (Revenues - Appropriation	238,432	396,391	(614,558)
Beginning Fund Balance July 1	129,735	368,167	764,558
Ending Fund Balance June 30	$ 368,167	$ 764,558	$ 150,000
Ending Fund Balance as % of Appropriations	9%	19%	4%

Employee Benefits Fund 150	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
City Contributions	$ 4,400,482	$ 5,396,829	$ 4,850,557
Participant Contributions	$ 1,025,226	$ 1,177,376	$ 1,085,164
Total Revenues	$ 5,425,708	$ 6,574,205	$ 5,935,721
Appropriations			
Participant Claims & Expenses	$ 5,570,879	$ 6,199,275	$ 6,343,459
Total Appropriations	$ 5,570,879	$ 6,199,275	$ 6,343,459
Change in Fund Balance (Revenues - Appropriation	(145,171)	374,931	(407,738)
Beginning Fund Balance July 1	1,062,943	917,772	1,292,703
Ending Fund Balance June 30	$ 917,772	$ 1,292,703	$ 884,965
Ending Fund Balance as % of Appropriations	16%	21%	14%

ORDINANCE 2026 -

Capital Projects Fund 300	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Grants	$ 1,873,387	$ 1,398,467	$ 14,015,037
Interest and Other	1,535,779	2,729,027	200,000
Sale of Bonds/Notes	-	-	8,150,000
Transfers from Other Funds	9,850,000	12,000,000	4,083,974
Total Revenues	$ 13,259,166	$ 16,127,495	$ 26,449,011
Appropriations			
Roads and Projects	$ 33,234,315	$ 18,147,291	$ 33,653,204
Total Appropriations	$ 33,234,315	$ 18,147,291	$ 33,653,204
Change in Fund Balance (Revenues - Appropriation	(19,975,149)	(2,019,796)	(7,204,193)
Beginning Fund Balance July 1	37,249,139	17,273,990	15,254,194
Ending Fund Balance June 30	$ 17,273,990	$ 15,254,194	$ 8,050,001
Ending Fund Balance as % of Appropriations	52%	84%	24%

Storm Water Fund 416	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Revenues			
Inspections	$ 516,450	$ 450,110	$ 525,000
Storm Water Charges	2,367,907	2,519,230	2,525,000
Miscellaneous Revenue	161,363	100,912	101,500
Total Revenues	$ 3,045,719	$ 3,070,252	$ 3,151,500
Appropriations			
Personnel	$ 889,846	$ 1,386,780	$ 1,516,013
Operating	168,944	126,288	181,150
Capital Outlays	664,330	963,645	5,514,000
Total Appropriations	$ 1,723,120	$ 2,476,712	$ 7,211,163
Change in Fund Balance (Revenues - Appropriation	1,322,598	593,540	(4,059,663)
Beginning Fund Balance July 1	3,450,760	4,773,359	5,366,898
Ending Fund Balance June 30	$ 4,773,359	$ 5,366,898	$ 1,307,235
Ending Fund Balance as % of Appropriations	277%	217%	18%

ORDINANCE 2026 -

Sewer Fund 412	Fiscal Year 2025 Actual	Fiscal Year 2026 Estimate	Fiscal Year 2027 BOC
Operating Revenues			
Sewer Charges	$ 9,431,919	$ 10,199,073	$ 11,218,980
Miscellaneous Other Fees	2,430,704	2,313,075	$ 2,578,200
Total Operating Revenues	$ 11,862,623	$ 12,512,148	$ 13,797,180
Operating Expenses			
Administrative	$ 2,218,451	$ 2,363,179	2,957,502
Sewer Department	4,965,161	5,618,156	6,173,576
Depreciation	2,800,000	3,108,000	3,000,000
Total Operating Expenses	$ 9,983,612	$ 11,089,335	$ 12,131,078
Operating Income (Loss)	$ 1,879,011	$ 1,422,812	$ 1,666,102
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	$ 1,193,301	$ 805,220	$ 1,000,000
Grants - Operating	-	-	-
Other Income			
Expense: Debt Service - Interest Expense			
Total Nonoperating Revenue (Expenses)	$ 1,193,301	$ 805,220	$ 1,000,000
Income (Loss) Before Capital Contributions and Transfers	$ 3,072,312	$ 2,228,032	$ 2,666,102
Capital Contributions and Transfers			
Capital Contributions - Tap Fees in Excess of Cost	$ 932,813	$ 1,300,750	1,000,000
Capital Contributions - Grants			
Capital Contributions - Other	6,232,880	1,000,000	1,000,000
Transfers In - from Other Funds			
Total Capital Contributions and Transfers	$ 7,165,693	$ 2,300,750	$ 2,000,000
Change in Net Position	**$ 10,238,005**	**$ 4,528,782**	**$ 4,666,102**
Beginning Net Position July 1	119,188,146	129,426,151	133,954,933
Ending Net Position June 30	**$129,426,151**	**$ 133,954,933**	**$ 138,621,035**
Statutory Change in Net Position Reconciliation:			
Change in Net Position	$ 10,238,005	$ 4,528,782	$ 4,666,102
Subtract:			
Capital Contributions - Tap Fees in Excess of Cost	$ 932,813	$ 1,300,750	$ 1,000,000
Capital Contributions - Grants	-	-	-
Capital Contributions - Other	6,232,880	1,000,000	1,000,000
Transfers In - from Other Funds	-	-	-
Total amount subtracted for statutory change	$ 7,165,693	$ 2,300,750	$ 2,000,000
Statutory Change in Net Position*	$ 3,072,312	$ 2,228,032	$ 2,666,102

* *Note: A statutory negative Change in Net Position for two consecutive years will result in the local government's referral to the Water and*

ORDINANCE 2026 -

Section 2. At the end of the fiscal year 2026, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balances at June 30, 2026
General Fund	$ 15,928,989
State Street Aid Fund	$ 296,774
Drug Fund	$ 771,273
Debt Service Fund	$ 764,558
Employee Benefits Fund	$ 1,292,703
Capital Projects Fund	$ 14,315,222
Sewer Fund	$ 25,131,301
Storm Water Fund	$ 5,366,898

Section 3. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2026	FY2027 Principal Payment	FY2027 Interest Payment
Bonds				
2020 GO REFUNDING 2016 BONDS		$ 7,065,000	$ 780,000	$ 149,805
2024 GO BONDS		$ 29,550,000	$ 1,670,000	$ 1,477,500
2026 GO BONDS	$ 11,150,000			
Notes				
Capital Leases				

ORDINANCE 2026 -

Section 4. During the coming fiscal year (2026) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Capital Projects	Proposed Capital Projects - Total Expense	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
SMJR WIDENING GRAVES TO CENTRAL PK	$ 250,000	$ 250,000	None
CENTRAL PK INTERCHANGE	$ 2,000,000	$ 2,000,000	None
GOLDEN BEAR/BECKWITH INTERCHANGE HIGH MAST	$ 200,000	$ 200,000	None
PLEASANT GROVE RD.	$ 500,000	$ 500,000	None
TOWN CENTER TRAIL, PHASE III	$ 2,525,000	$ 2,525,000	None
TOWN CENTER TRAIL, PHASE 4 (TRAIN STATION TO C	$ 200,000	$ 200,000	None
MT. JULIET ROAD ADA UPGRADES, PHASE II	$ 1,392,640	$ 1,392,640	None
ITS & SIGNAL IMPROVEMENTS, PHASE III	$ 2,164,261	$ 2,164,261	None
GBG WIDENING CC TO LEBANON RD	$ 650,000	$ 650,000	None
OLDR IMPROVEMENTS PHASE I	$ 8,150,000	$ 8,150,000	$ 8,150,000
LEBANON RD SIDEWALKS PH 3	$ 1,711,183	$ 1,711,183	None
ITS (INTELLIGENT SIGNAL SYSTEM) PH 2	$ 1,000,000	$ 1,000,000	None
E. DIVISION STREET IMPROVMENTS (AMAZON)	$ 250,000	$ 250,000	None
CURD ROAD SIGNAL AT MT. JULIET ROAD	$ 600,000	$ 600,000	None
BECKWITH ROAD WIDENING	$ 2,250,000	$ 2,250,000	None
CENTRAL PK IMPORVEMENTS	$ 750,000	$ 750,000	None
CEDAR CREEK GREENWAY PHASE II	$ 1,779,720	$ 1,779,720	None
SPRING VALLEY DRIVE EXTENSION	$ 650,000	$ 650,000	None
SE SPRINGDALE SIDEWALK CONNECTION	$ 25,000	$ 25,000	None
SS4A IMPLEMENTATION PROJECT	$ 6,410,400	$ 6,410,400	None
BELINDA PKWY PEDESTRIAN SIGNAL CROSSING	$ 180,000	$ 180,000	None

ORDINANCE 2026 -

Section 5. The current wastewater disposal rates are increased by five percent (5%) after a rate adjustment recommended by a recent rate study for all residential and commercial users inside and outside the city limits, including the prior 1984 property owners that have sewer available that have not hooked onto the sewer system of the City of the Mt. Juliet Sewer. The rate structure will be as follows and shall continue until amended:

	2026 Rates
Residential – Inside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	17.21
Per 1,000 gallons thereafter	8.43
Commercial – Inside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	24.27
Per 1,000 gallons thereafter	11.75
Residential – Outside Mt. Juliet:	
Minimum Base Rate Charge	
(first 2,000 gallons)	21.52
Per 1,000 gallons thereafter	10.56
Minimum Base Rate Charge for service requested after June 9, 2019	
(first 2,000 gallons)	34.42
Per 1,000 gallons thereafter	16.86
Commercial – Outside Mt. Juliet:	
Minimum Base Rate Charge for service requested prior to June 9, 2019	
(first 2,000 gallons)	30.35
Per 1,000 gallons thereafter	14.69
Minimum Base Rate Charge for service requested after June 9, 2019	
(first 2,000 gallons)	48.55
Per 1,000 gallons thereafter	23.50
Special Discharge Fees:	
Billing Fee	22.00
Plus 160% of Discharge Per 1,000 gallons	14.69
Prior 1984 Customers	
Flat rate	17.21
Well Access	32.98
Grease Traps Monthly	44.00

Section 6. The new rates shall be effective with the July 31, 2026 sewer billing statements.

Section 7. Title 13, Section 13-1-12 (e) as amended effective May 1, 2020, to adjust the sewer capacity charge as follows shall remain effective until amended:
RS-40 $1,340.00 per unit
RS-30 $1,590.00 per unit
RS-20 $1,840.00 per unit
RS-15 $2,090.00 per unit
RS-10 $2,340.00 per unit
All other residential classifications $2,590.00 per unit
Title 13, Section 13-1-12 (e) is further confirmed as amended to state "commercial capacity fees shall be altered accordingly" until otherwise amended.

Section 8. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section 9. Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-509 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

Section 10. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated
§ 6-56-206 will be attached.

Section 11. There is hereby levied a property tax of $0.28 per $100 of assessed value on all real and personal property. The tax rate established herein exceeds the Certified Tax Rate calculated by the county assessor and reviewed by the Tennessee State Board of Equalization. Pursuant to Tennessee Code Annotated § 67-5-1702, the City advertised its intent to exceed the certified tax rate in The Chronicle, which was published on June 10, 2026. A public hearing was then held on June 22, 2026.

Section 12. This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting

documents with the Comptroller of the Treasury or Comptroller's Designee.

Section 13. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section 14. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section 15. This ordinance shall take effect July 1, 2026, the public welfare requiring it.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027					Estimated	Estimated	Estimated
			110	GENERAL FUND				Population	0.1776	0.1776	0.2800
				0		Amended	Projected	45,172	Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	31160	CDS	2	AIR CURTAIN DISTRUCTOR	-	100	100		100	100	100
110	31855	CDS	2	FOOD TRUCK VENDOR PERMIT	1,300	2,000	2,000		2,000	2,000	2,000
110	32300	CDS	2	FIREWORKS PERMIT	36,400	37,500	37,500		38,000	38,000	38,000
110	32610	CDS	2	BUILDING PERMITS	941,281	925,000	1,368,549		1,250,000	1,250,000	1,250,000
110	32613	CDS	2	FIRE SPRINKLER PERMIT	10,230	14,000	13,300		12,000	12,000	12,000
110	32614	CDS	2	ELECTRICAL PERMIT	326,282	325,000	551,123		475,000	475,000	475,000
110	32615	CDS	2	MECHANICAL PERMIT FEE	80,163	85,000	159,009		150,000	150,000	150,000
110	32616	CDS	2	FIRE OPERATING CONSTRUCTION PE	10,711	12,000	17,046		17,000	17,000	17,000
110	32630	CDS	2	PLUMBING PERMITS	154,447	150,000	224,369		210,000	210,000	210,000
110	32660	CDS	2	ZONING PERMITS	28,600	20,000	28,052		28,000	28,000	28,000
110	32670	CDS	2	COMMERCIAL PLANS REVIEW	277,031	280,000	230,212		275,000	275,000	275,000
110	32730	CDS	2	RESIDENTIAL PLANS REVIEW	316,322	320,000	462,408		450,000	450,000	450,000
110	34312	CDS	2	RD IMPROVEMENTS CARRIAGE TRAIL	47,500	-	-		-	-	-
110	34320	CDS	2	ROAD IMPROVEMENTS - WALTONS GROVE	305,000	-	-		-	-	-
110	34323	CDS	2	RD IMPROVEMENTS - WINDTREE PINES	214,000	-	112,000		-	-	-
110	34324	CDS	2	RD IMPROVEMENTS/IMP FEES BRADSHAW FARMS	9,101	-	-		-	-	-
110	34326	CDS	2	RD IMPROVEMENTS - WATERFORD PARK	120,000	-	87,500		-	-	-
110	34328	CDS	2	RD IMPROVEMENTS - HIBBIT STATION	27,000	-	12,000		-	-	-
110	34331	CDS	2	RD IMPROVEMENTS VINTAGE PLEASANT			662,500		-	-	-
110	36731	CDS	2	Waterford Park-Contribution to Parks	48,000	-	23,000		-	-	-
110	32690	CP	2	OTHER/SITE PLAN	104,938	95,000	119,713		120,000	120,000	120,000
110	32700	CP	2	OTHER PERMITS	10,155	6,000	6,857		6,000	6,000	6,000
110	32710	CP	2	SIGN PERMITS	13,905	10,000	14,571		14,500	14,500	14,500
110	34150	FD	2	CHARGE FOR EMS SERVICES	1,451,682	1,400,000	1,760,938		1,700,000	1,700,000	1,700,000
110	32990	FD	2	ADEQUATE EMERGENCY SERVICE FEE - COM & RES	360,324	275,000	400,787		400,000	400,000	400,000
110	33469	FD	4	FIREHOUSE SUBS GRANT	44,787	-	-		-	-	-
110	34220	FD	2	SPECIAL FIRE RESPONSEFEES	-	2,500	2,500		2,500	2,500	2,500
110	34912	FD	5	INSERVICE - STATE SUPPLEMENTAL SALARIES	195200	195,000	234,100		265,700	265,700	265,700
110	35165	FD	4	NATIONAL OPIOID SETTLEMENT	8,519	12,000	8,634		9,000	9,000	9,000
110	36728	FD	7	FIRE DEPT DONATIONS	650	-	500		500	500	500
110	39130	Finance	7	INCOME FROM PROP TAX OVERAGES	48	-	8		-	-	-
110	31100	Finance	1	PROPERTY TAXES (CURRENT)	2,261,716	6,108,284	5,986,118		6,425,236	6,425,236	10,129,877
110	31120	Finance	1	PUBLIC UTILITIES PROPERTY TAX	26,839	-	736				
110	31200	Finance	1	PROPERTY TAXES (DELINQUENT)	31,119	30,000	56,605		60,000	60,000	60,000
110	31300	Finance	7	INTEREST AND COURT COST ON PRO	5,590	6,500	7,207		7,000	7,000	7,000
110	31500	Finance	1	PAYMENTS IN LIEU OF PROPERTY T	610	-	-		-	-	-
110	31610	Finance	1	LOCAL OPTION SALES TAX	22,689,420	24,302,500	24,302,500	8% increase	26,246,492	26,246,492	26,246,492
110	31710	Finance	1	WHOLESALE BEER TAX	849,702	975,000	987,213		900,000	900,000	900,000
110	31720	Finance	1	WHOLESALE LIQUOR TAX	736,266	750,000	671,712		675,000	675,000	675,000
110	31800	Finance	1	BUSINESS TAX RECORDINGFEE	4,745	3,500	3,763		4,000	4,000	4,000
110	31810	Finance	2	HOME BUSINESS OCCUPANCY PERMIT					1,440	1,440	1,440
110	31850	Finance	1	SOLICITATION PERMIT	4,200	1,500	4,029		4,000	4,000	4,000
110	31860	Finance	2	OCCASIONAL SALES PERMITS	1,220	1,000	3,309		2,500	2,500	2,500

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027					Estimated	Estimated	Estimated
			110	GENERAL FUND				Population	0.1776	0.1776	0.2800
				0		Amended	Projected	45,172	Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	31911	Finance	1	NATURAL GAS FRANCHISETAX	728,957	500,000	692,220		600,000	600,000	600,000
110	31912	Finance	1	CABLE TV FRANCHISE TAX	358,895	450,000	394,486		400,000	400,000	400,000
110	31920	Finance	1	HOTEL/MOTEL TAX	1,195,906	1,300,000	1,305,674		1,350,000	1,350,000	1,350,000
110	31925	Finance	2	HOTEL APPLICATION FEE	675	500	643		500	500	500
110	32210	Finance	1	BEER LICENSES	14,868	19,000	20,286		20,000	20,000	20,000
110	32215	Finance	2	PACKAGE LIQUOR APPLICATION	174	200	250		250	250	250
110	32220	Finance	3	LIQUOR LICENSES	33,910	36,000	32,000		33,000	33,000	33,000
110	33510	Finance	5	STATE SALES TAX - SHARED REV	5,066,361	5,530,283	5,180,420	$127.00	5,736,844	5,736,844	5,736,844
110	33511	Finance	5	TELECOMMUNICATIONS SALES TAX	2,507	2,400	2,438		2,500	2,500	2,500
110	33515	Finance	5	STATE SPORTS BETTING REVENUE	72,939	92,539	68,784	2.24	101,185	101,185	101,185
110	33520	Finance	5	STATE INCOME TAX	256	800	256		-	-	-
110	33525	Finance	5	STATE OF TN BUSINESSTAX	2,393,480	2,500,000	2,500,000		2,500,000	2,500,000	2,500,000
110	33530	Finance	5	STATE BEER TAX	16,956	19,389	15,008	0.41	18,521	18,521	18,521
110	33540	Finance	5	STATE ALCOHOLIC BEVERAGE TAX	263,872	250,000	264,821		260,000	260,000	260,000
110	33553	Finance	5	STATE GASOLINE INSPECTION FEE	73,575	80,641	73,258	1.78	80,406	80,406	80,406
110	33558	Finance	5	STATE TRANSPORTATION MODERNIZATION	17,656	20,711	22,324	0.43	19,424	19,424	19,424
110	33591	Finance	5	GROSS RECEIPTS - TVA	489,462	555,232	465,027	13.19	595,819	595,819	595,819
110	33593	Finance	5	CORPORATE EXCISE TAX	27,756	33,000	33,000		30,000	30,000	30,000
110	33595	Finance	5	CEMETERY EXCISE TAX	-	100	-		100	100	100
110	33596	Finance	7	NON-DEPOSIT FINANCIALINS EXCI	43	100	100		100	100	100
110	34120	Finance	7	VENDING MACHINE COMMISSIONS	3,294	200	1,317		2,000	2,000	2,000
110	34130	Finance	2	MANAGEMENT SERVICE	115,000	120,000	120,000	150,000	150,000	150,000	150,000
110	34920	Finance	3	JURY DUTY REIMBURSEMENTS	24	-	86		50	50	50
110	36100	Finance	2	INTEREST EARNINGS	1,618,562	1,000,000	1,000,000		1,000,000	1,000,000	1,000,000
110	36210	Finance	7	RENT	60,180	72,000	72,000		76,800	76,800	76,800
110	36310	Finance	7	SALE OF LAND		2,000,000	2,996,300				
110	36350	Finance	2	INSURANCE RECOVERIES	215,153	-	84,001		50,000	50,000	50,000
110	36352	Finance	2	WORKERS COMP INS RECOVERY	17,463	-	5,499		2,500	2,500	2,500
110	36512	Finance	7	SALE OF CITY VEHICLE	25,570	5,000	8,932		170,000	170,000	170,000
110	36515	Finance	7	SALE OF AUCTION ITEMS	6,950	5,000	45		5,000	5,000	5,000
110	36720	Finance	7	CITY HALL DONATIONS	5,000	-	-				
110	36950	Finance	7	BAD DEBTS COLLECTIONS	100	-	80		100	100	100
110	36920	Finance	7	SALE OF BONDS					3,000,000	3,000,000	3,000,000
110	36980	Finance	7	MISC REVENUE	13,277	8,000	11,103		5,000	5,000	5,000
110	36990	Finance	7	MISCELLANEOUS REFUNDS	398	-	-		-	-	-
110	33416	Parks	4	PARK GRANT	31,038	-	-		-	-	-
110	34740	Parks	2	MUNDY MEMORIAL SOFTBALL LEAGUE FEES	12,880	7,500	12,000		12,000	12,000	12,000
110	34792	Parks	2	COMMUNITY CENTER MEETING ROOM	54,900	75,000	50,874		60,000	60,000	60,000
110	34793	Parks	2	COMMUNITY CENTER USAGEFEES	46,837	38,000	60,113		50,000	50,000	50,000
110	34795	Parks	2	BOOTH RENTAL - C.D. PARK	1,070	3,000	1,200		2,000	2,000	2,000
110	34796	Parks	2	SPECIAL EVENTS ADMISSIONS	7,260	5,000	7,000		7,000	7,000	7,000
110	34799	Parks	4	COMMUNITY CENTER PROGRAM REVEN	1,300	3,000	864		1,000	1,000	1,000
110	36691	Parks	4	PARADE ENTRY FEES	1,230	1,000	940		1,000	1,000	1,000

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027					Estimated	Estimated	Estimated
			110	GENERAL FUND				Population	0.1776	0.1776	0.2800
				0		Amended	Projected	45,172	Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	36711	Parks	4	PARK DONATIONS	1,000	1,000	5,145		5,000	5,000	5,000
110	36712	Parks	7	EVENTSPONSOR	24,500	5,000	5,000		5,000	5,000	5,000
110	36714	Parks	7	C.D. DONATIONS	735	-	4,665		4,000	4,000	4,000
110	36725	Parks	7	FARMERS MARKET DONATIONS	460	450	450		450	450	450
110	33114	PD	4	OPERATION LIGHT SHINE GRANT	83,270	85,000	85,774		-	-	-
110	33191	PD	4	DEPARTMENT OF JUSTICE GRANT		5,000	5,474		5,000	5,000	5,000
110	33440	PD	4	HWY SAFETY GRANT	11,829	30,000	28,103		30,000	30,000	30,000
110	33480	PD	4	BUREAU OF JUSTICE GRANT			10,864		15,500	15,500	15,500
110	33460	PD	4	POLICE OPERATION SAFE STREET GRANT	11,532	-	-		-	-	-
110	33461	PD	4	VCIF GRANT (VIOLENT CRIME INTERVENTION FUND)	67,235	-	-		-	-	-
110	34210	PD	2	ALARM REGISTRATION ANDFEES	30,433	20,000	28,518		30,000	30,000	30,000
110	34240	PD	2	ACCIDENT REPORT CHARGES	3,046	3,000	2,849		3,000	3,000	3,000
110	34911	PD	4	TUITION - COMMUNITY POLICING	1,300	-	275		-	-	-
110	34913	PD	2	POLICE OVERTIME REIMBURSEMENTS	13,867	-	11,046		10,000	10,000	10,000
110	35100	PD	3	CITY COURT REVENUE	1,026,287	1,100,000	1,020,765		1,025,000	1,025,000	1,025,000
110	35111	PD	3	SAFETY SCHOOL	101,246	75,000	112,742		100,000	100,000	100,000
110	35114	PD	3	CITATION TECHNOLOGY FEE	(12,086)	(10,000)	(11,106)		(12,000)	(12,000)	(12,000)
110	35115	PD	3	RESTITUTION	481	1,000	1,243		1,000	1,000	1,000
110	35130	PD	3	IMPOUNDMENT CHARGES	2,385	1,500	300		1,000	1,000	1,000
110	35135	PD	3	OFF DUTY FUEL CHARGE	11,444	10,000	11,486		11,500	11,500	11,500
110	35142	PD	3	CRIMINAL RELATED FINES		-	-		-	-	-
110	35155	PD	3	STATE LITIGATION TAX	85,955	70,000	72,368		71,000	71,000	71,000
110	35170	PD	3	SEX OFFENDER REGISTRY	150	750	1,800		1,500	1,500	1,500
110	35300	PD	1	BEER VIOLATIONS	3,750	4,000	4,286		4,000	4,000	4,000
110	35500	PD	3	FORFEITED PROPERTY			11,451		-	-	-
110	36600	PD	7	ANIMAL ADOPTIONS	2,340	3,000	1,807		2,000	2,000	2,000
110	36710	PD	7	POLICE DONATIONS		-			-	-	-
110	31933	PW	2	ROAD INSPECTION FEE	225,625	160,000	154,210		160,000	160,000	160,000
110	32650	PW	2	EXCAVATING PERMITS	1,600	500	686		500	500	500
110	34300	PW	2	PW - CHARGES FOR LABOR	2,270	250	1,508		1,000	1,000	1,000
110	34304	PW	2	MOWING	6,463	5,500	8,820		7,500	7,500	7,500
110	36462	PW	7	ZONING LETTERS	3,500	750	1,929		2,000	2,000	2,000
110	36500	PW	7	SALE OF MATERIALS ANDSUPPLIES	5,229	5,000	3,498		5,000	5,000	5,000
110	37794	PW	7	SALE OF SCRAP ITEMS	1,781	1,000	1,011		1,000	1,000	1,000
				Total Revenue	46,468,367	52,655,679	55,652,780		57,584,017	57,584,017	61,288,657
				Grand Total	46,468,367	52,655,679	55,652,780		57,584,017	57,584,017	61,288,657

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Summary	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
General Government							
Legislature							
Personnel	69,669	72,342	70,762		72,342	72,342	72,342
Operating	1,801	38,105	1,237		38,105	38,105	38,105
Transfers/Capital	-	-	-		-	-	-
Fund Transfers							
State Street Aid	750,000	670,000	670,000		500,000	500,000	500,000
Debt Service Transfer	3,640,000	3,635,723	3,635,723		2,697,747	2,697,747	2,697,747
Capital Projects Transfer	9,865,087	14,713,016	12,000,000		4,083,974	4,083,974	4,083,974
Elections							
Personnel	-	-	-		-	-	-
Operating	-	100	-		100	100	100
Grants							
Operating	272,954	320,000	320,000		340,000	340,000	340,000
Other	267,794	270,500	270,252		270,500	270,500	270,500
City Manager							
Personnel	1,154,922	729,376	729,376		1,018,281	1,111,312	1,018,023
Operating	192,054	157,250	149,890		297,210	275,210	275,210
Transfers/Capital	-	-	-		-	-	-
City Attorney							
Personnel	162,066	298,379	241,473		466,491	378,484	378,484
Operating	93,028	134,160	44,400		110,900	100,200	100,200
Transfers/Capital	-	-	-		-	-	-
City Beautiful							
Personnel	765,273	822,908	737,710		928,163	824,646	824,646
Operating	39,883	142,950	79,461		167,250	130,750	130,750
Transfers/Capital	6,000,000	1,000,000	1,000,000		1,051,531	1,016,531	1,016,531
Finance							
Personnel	681,027	724,012	714,492		872,432	872,432	747,653
Operating	158,597	195,910	194,878		220,350	220,350	220,350
Transfers/Capital	28,550	-	-		-	-	-
IT							
Personnel	649,023	684,678	555,676		714,019	657,832	657,832
Operating	1,204,371	1,660,980	1,618,776		1,989,150	1,879,650	1,879,650
Transfers/Capital	132,176	261,800	261,800		477,000	342,000	119,000
Personnel Administration							
Personnel	-	570,307	535,320		587,107	587,107	587,107
Operating	-	50,263	21,415		51,350	49,400	49,400

Summary	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
Retirees							
Personnel	28,326	72,906	63,313		54,673	54,673	54,673
Operating	-	-	-		-	-	-
City Buildings							
Operating	657,896	518,100	352,476		481,377	466,840	466,840
Transfers/Capital	-	-	-		-	-	-
General Government Totals							
Personnel	3,510,306	3,974,908	3,648,122		4,713,509	4,558,829	4,340,761
Operating	2,888,376	3,488,318	3,052,785		3,966,292	3,771,105	3,771,105
Transfers/Capital	20,415,813	20,280,538	17,567,523		8,810,252	8,640,252	8,417,252
Total General Government	26,814,495	27,743,764	24,268,430		17,490,053	16,970,186	16,529,118
Public Safety							
Police							
PD Personnel	11,473,051	13,509,330	13,095,566		15,632,100	15,325,895	15,325,895
PD-Operating	2,473,413	3,252,155	2,615,286		3,096,650	2,961,014	2,973,314
PD-Transfers/Capital	1,125,500	567,580	326,051		1,410,700	638,534	593,034
Police Headquarters							
PD-Operating	117,572	278,150	350,033		387,400	387,400	387,400
PD-Transfers/Capital	-	-	-		-	-	-
Animal Control							
AC- Personnel	298,236	301,963	290,356		382,302	382,302	382,302
AC-Operating	132,538	169,870	116,129		196,105	196,105	196,105
AC-Transfers/Capital	53,195	-	-		9,200	9,200	9,200
City Court							
City Ct-Personnel	11,653	12,595	11,840		12,595	12,595	12,595
City Ct-Operating	7,418	10,000	5,167		10,000	10,000	10,000
CITY Ct-Transfers/Capital	-	-	-		-	-	-
Public Safety Communications							
PSC Personnel	-	-	-		-	-	-
PSC Operating	-	-	-		918,700	540,700	565,447
PSC Transfers/Capital	-	-	-		2,900,000	2,900,000	2,900,000
Fire							
Fire Personnel	9,235,965	10,650,793	10,415,846		12,335,752	11,360,491	11,300,466
Fire Operating	640,710	1,041,350	691,353		983,400	931,400	931,400
Fire Transfers/Capital	2,200,173	4,018,000	2,916,042		1,668,611	1,068,611	1,068,611

Summary	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
EMS							
EMS Personnel	-	-	-		-	-	-
EMS Operating	507,398	704,000	442,314		681,000	669,000	669,000
EMS Transfers/Capital	623,452	544,703	547,331		350,000	200,000	200,000
Public Safety Totals							
Personnel	21,018,905	24,474,681	23,813,608		28,362,749	27,081,283	27,021,258
Operating	3,879,048	5,455,525	4,220,282		6,273,255	5,695,619	5,732,666
Transfers/Capital	4,002,321	5,130,283	3,789,424		6,338,511	4,816,345	4,770,845
Total Public Safety	28,900,274	35,060,489	31,823,315		40,974,515	37,593,247	37,524,769
Community Development							
Building & Codes							
Personnel	1,008,775	1,002,100	965,895		974,970	887,435	887,435
Operating	61,278	94,900	48,235		95,900	95,400	95,400
Transfers/Capital	-	-	-		47,000	-	-
City Planner							
Personnel	621,886	653,031	609,160		627,932	563,329	563,329
Operating	50,668	72,400	34,610		72,700	70,100	70,100
Transfers/Capital	-	-	-		-	-	-
GIS							
Personnel	209,262	227,135	222,815		235,867	235,867	235,867
Operating	57,694	83,600	62,596		88,650	88,650	88,650
Transfers/Capital	-	-	-		-	-	-
Cmmnty Dvlpent Totals							
Personnel	1,839,923	1,882,266	1,797,870		1,838,769	1,686,631	1,686,631
Operating	169,640	250,900	145,442		257,250	254,150	254,150
Transfers/Capital	-	-	-		47,000	-	-
Total Cmmnty Dvlpent	2,009,564	2,133,166	1,943,312		2,143,019	1,940,781	1,940,781
Public Works							
Highway Admin							
Personnel	2,070,997	1,983,763	1,867,594		2,089,113	1,962,607	1,962,607
Operating	617,727	841,400	551,164		738,500	738,500	738,500
Transfers/Capital	237,385	340,000	300,000		460,000	60,000	60,000
Garage							
Personnel	253,812	264,632	262,516		277,440	274,342	274,342
Operating	43,561	105,950	32,696		61,700	61,700	61,700
Transfers/Capital	-	-	-		-	-	-
PW Bldg							
Operating	59,875	60,300	-		57,900	57,900	57,900
Transfers/Capital	1,873,686	565,000	-		100,000	100,000	100,000

Summary	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
Train Station							
Operating	18,823	30,300	27,254		50,000	50,000	35,550
Transfers/Capital	124,507	12,000	-		-	-	-
Public Works Totals							
Personnel	2,324,809	2,248,395	2,130,110		2,366,553	2,236,949	2,236,949
Operating	739,986	1,037,950	611,114		908,100	908,100	893,650
Transfers/Capital	2,235,578	917,000	300,000		560,000	160,000	160,000
Total Public Works	5,300,373	4,203,345	3,041,225		3,834,653	3,305,049	3,290,599
Parks and Recreation							
Mundy Park							
Personnel	-	-	-		-	-	-
Operating	76,547	111,800	61,399		113,800	113,800	113,800
Transfers/Capital	38,120	113,000	113,000		88,000	88,000	88,000
Charlie Daniels Park							
Personnel	1,494,452	1,562,403	1,285,861		1,603,317	1,506,101	1,506,101
Operating	255,832	399,800	250,268		372,300	365,300	365,300
Transfers/Capital	-	55,000	24,916		370,000	370,000	370,000
Satellite Parks							
Personnel	-	-	-		-	-	-
Operating	-	75,000	23,443		75,000	59,900	59,900
Transfers/Capital	-	-	-		-	-	-
Parks and Recreation							
Personnel	1,494,452	1,562,403	1,285,861		1,603,317	1,506,101	1,506,101
Operating	332,379	586,600	335,110		561,100	539,000	539,000
Transfers/Capital	38,120	168,000	137,916		458,000	458,000	458,000
Total Parks and Recreation	1,864,951	2,317,003	1,758,886		2,622,417	2,503,101	2,503,101
Function Totals General Fund	64,889,657	71,457,767	62,835,168		67,064,657	62,312,363	61,788,367
Transfer Debt Service	3,640,000	3,635,723	3,635,723		2,697,747	2,697,747	2,697,747
Transfer to State Street Aid	750,000	670,000	670,000		500,000	500,000	500,000
Transfer Capital Projects Fund	9,865,087	14,713,016	12,000,000		4,083,974	4,083,974	4,083,974
Total Appropriations General Fund Expenditures	50,634,570	52,439,029	46,529,445		59,782,936	55,030,642	54,506,646
General Fund Capital Expenditures	12,436,745	7,477,083	5,489,140		8,932,042	6,792,876	6,524,376
Personnel	30,188,395	34,142,653	32,675,572		38,884,897	37,069,792	36,791,699
Operating	8,009,429	10,819,293	8,364,733		11,965,997	11,167,974	11,190,571
Transfers/Capital	26,691,832	26,495,822	21,794,863		16,213,763	14,074,597	13,806,097
	64,889,657	71,457,767	62,835,168		67,064,657	62,312,363	61,788,367

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	LEGISLATIVE BOARD							
		Personnel		13		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
				Description	-1-	-3-	-4a-		-5-	-6-	-7-
	41110	LEGISLATIVE BOARD									
110	41110	111		SALARIES - PERMANENT EMPLOYEES	64,637	67,201	65,687		67,201	67,201	67,201
110	41110	141		OASI (EMPLOYER'S SHARE)	4,995	5,141	5,026		5,141	5,141	5,141
110	41110	147		UNEMPLOYMENT INSURANCE	38		49				
				Total Personnel	69,669	72,342	70,762		72,342	72,342	72,342
110	41110	200		CONTRACTUAL SERVICES	-	20,000			20,000	20,000	20,000
110	41110	204		EMPLOYEE EDUCATION ANDTRAININ	-	6,000			6,000	6,000	6,000
110	41110	220		PRINTING, DUPLICATING,TYPING,	34	1,000			1,000	1,000	1,000
110	41110	221		PRINTING, STATIONERY,ENVELOPE	-	1,000			1,000	1,000	1,000
110	41110	235		MEMBERSHIPS, REGISTRATION FEES	-	500			500	500	500
110	41110	239		COMMUNITY EDUCATION (BPAC)	-	3,555			3,555	3,555	3,555
110	41110	251		MEDICAL, DENTAL, VETERINARY, A	-	100			100	100	100
110	41110	283		OUT-OF-TOWN EXPENSE	-	250			250	250	250
110	41110	287		MEALS AND ENTERTAINMENT	1,402	700	700		700	700	700
110	41110	320		OPERATING SUPPLIES	364	2,500	225		2,500	2,500	2,500
110	41110	326		CLOTHING AND UNIFORMS	-	2,000	312		2,000	2,000	2,000
110	41110	331		GAS, OIL, DIESEL FUEL,GREASE,	-	500			500	500	500
				Total Operatiing	1,801	38,105	1,237		38,105	38,105	38,105
110	49800	899		TRANSFER TO STATE STREET AID FUND	750,000	670,000	670,000		500,000	500,000	500,000
110	49800	899		TRANSFER TO DEBT SERVICE FUND	3,640,000	3,635,723	3,635,723		2,697,747	2,697,747	2,697,747
110	49800	899		TRANSFER TO CAPITAL PROJECTS FUND	9,865,087	14,713,016	12,000,000		4,083,974	4,083,974	4,083,974
				Total Capital	14,255,087	19,018,738	16,305,723		7,281,721	7,281,721	7,281,721
				Grand Total	14,326,557	19,129,185	16,377,722		7,392,168	7,392,168	7,392,168

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	ELECTIONS							
					Actual	Amended Budget	Projected Current Year	DETAILS	Department Requests	City Manager	City Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
							-				
				Total Personnel	-	-	-		-	-	-
	41400	ELECTIONS									
110	41400	320		OPERATING SUPPLIES	0	100	-		100	100	100
				Total Operatiing	-	100	-		100	100	100
				Total Capital	-	-	-		-	-	-
				Grand Total	-	100	-		100	100	100

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
110 COMMUNITY GRANTS

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	44300	COMMUNITY GRANTS								
110	44300	700						340,000	340,000	340,000
110	44300	719	WILSON RIDES	4,000	4,000	4,000				
110	44300	720	MT. JULIET SENIOR CENTER	15,000	15,000	15,000				
110	44300	722	CHAMBER OF COMMERCE	6,000	6,000	6,000				
110	44300	724	EMPOWER ME DAYCAMP	3,000	3,000	3,000				
110	44300	726	HELP CENTER	5,500	5,500	5,500				
110	44300	727	BIG BROTHERS	2,500	-	-				
110	44300	730	MIDCUMBERLAND MEALS ONWHEELS	8,000	8,000	8,000	Based on			
110	44300	731	MID CUMBERLAND AGENCYDUES	2,604	2,604	2,604	participation			
110	44300	732	LITTLE LEAGUE	73,425	72,800	72,800				
110	44300	733	WEST WILSON BASKETBALL	35,300	37,500	37,500				
110	44300	734	MT. JULIET YOUTH FOOTBALL & CH	20,500	21,125	21,125				
110	44300	735	CHALLENGER LEAGUE	7,500	7,500	7,500				
110	44300	736	MID-CUMBERLAND YOUNG MARINES	500	-	-				
110	44300	740	WILSON BOOKS FROM BIRTH	2,500	2,500	2,500				
110	44300	744	YOUTH LEADERSHIP WILSON	750	826	826				
110	44300	747	WILSON COUNTY CASA	2,000	2,000	2,000				
110	44300	751	MJ EXPLORERS	5,000	5,000	5,000				
110	44300	752	CHARIS HEALTH CENTER	7,200	7,200	7,200				
110	44300	753	VICTIMS IMPACT PANEL	1,500	1,500	1,500				
110	44300	760	PROSPECT	2,500	2,500	2,500				
110	44300	761	LANTERN LANE FARMS	5,000	5,000	5,000				
110	44300	763	TN SMALL BUSINESS DEV CENTER @ VSCC	2,500	2,500	2,500				
110	44300	764	REHAB 23	2,250	2,500	2,500				
110	44300	767	WILSON CTY COMMUNITY HELP CENTER	1,000	1,000	1,000				
110	44300	768	DRUG FREE WILSON CTY	2,000	2,000	2,000				
110	44300	769	TRI-STAR VOLLEYBALL	14,875	14,875	14,875				
110	44300	771	GREEN HILL HAWKS YOUTH SPORTS PROGRAM	9,300	9,570	9,570				
110	44300	772	COMPASSIONATE HANDS	250	2,000	2,000				
110	44300	773	VETERANS BBQ COMP	250	500	500				
110	44300	774	TRANSIT ALLIANCE OF MIDDLE TN	250	500	500				
110	44300	775	FRIENDS OF MJ BPAC		1,000	1,000				
110	44300	776	HOMESAFE OF SUMNER, WILSON & RUTHERFORD		1,000	1,000	RTA Requests			
110	44300	777	MJ POLICE FOUNDATION		1,000	1,000	$10k increase			
110	44300	254	RTA - COMMUTER RAIL (Moved from Train Station)	30,000	72,000	72,000	82,000			
			Total Operatiing	272,954	320,000	320,000		340,000	340,000	340,000
				OK	OK					
	COMMUNITY GRANTS			272,954	320,000					
	44800	LIBRARIES								
110	44800	720	MJ LIBRARY	156,000	156,000	156,000		156,000	156,000	156,000
				OK	OK					
	LIBRARIES			156,000	156,000					
	47000	JECDB OF WILSON CO.								
110	47000	720	JECDB OF WILSON CO	111,794	114,500	114,252		114,500	114,500	114,500
				OK	OK					
	JECDB OF WILSON CO.			111,794	114,500					

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	CITY MANAGER							
			Personnel	6		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	41320	CITYMANAGER									
110	41320	111		SALARIES - PERMANENT EMPLOYEES	860,301	557,698	557,698		688,577	753,213	753,213
110	41320	112		SALARIES -OVERTIME ATOVERTIME	836	157	157		333	656	656
110	41320	116		EMPLOYEE RECOGNITION	16,863	9,848	9,848		13,772	15,064	15,064
110	41320	119		LONGEVITY PAY	3,700	2,000	2,000		3,100	3,700	3,700
110	41320	141		OASI (EMPLOYER'S SHARE)	63,923	42,508	42,508		50,141	55275	55,275
110	41320	142		EMPLOYEE BENEFITS	110,839	49,666	49,666		66,705	76767	76,767
110	41320	143		RETIREMENT - CURRENT	97,264	66,688	66,688		92,774	101586	101,586
110	41320	146		WORKMEN'S COMPENSATION	967	555	555		4,653	6761	6,761
110	41320	147		UNEMPLOYMENT INSURANCE	229	256	256		320	384	384
				Personnel Request:			-				
				Add Building Maintenance Technician per VM request				Removed	93,289	93,289	
				Add Facility Maintenance Level II					4,617	4,617	4,617
				Total Personnel	1,154,922	729,376	729,376		1,018,281	1,111,312	1,018,023

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 CITY MANAGER

Personnel 6

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
110	41320	200	CONTRACTUAL SERVICES	49,585	30,000	55,145		130,000	130,000	130,000
						demo 2 structures	100,000			
110	41320	204	EMPLOYEE EDUCATION ANDTRAININ	7,757	3,000	1,995	Reduced	38,000	30,000	30,000
				8 week Leadership Training $10k x 2 sessions			20,000			
110	41320	220	PRINTING, DUPLICATING,TYPING,		1,000	500		500	500	500
110	41320	221	PRINTING, STATIONERY, ENVELOPES, FOR	57.45	1,000	24		1,000	1,000	1,000
110	41320	225	FIREWORKS	25,000						
110	41320	228	CITY BEAUTIFICATION &ENHANCEM	25,909	30,000	16,465	Reduced	30,000	20,000	20,000
110	41320	231	PUBLICATION OF FORMALAND LEGA	9,031	11,000	8,000	Reduced	11,000	10,000	10,000
110	41320	233	SUBSCRIPTIONS TO NEWSPAPERS AN	190	1,000	348		500	500	500
110	41320	235	MEMBERSHIPS, REGISTRATION FEES	46,652	45,000	44,559		45,000	45,000	45,000
110	41320	236	PUBLIC RELATION	6,193	2,000	2,000		8,000	8,000	8,000
110	41320	237	MARKETING		2,000	-		2,000	2,000	2,000
110	41320	251	MEDICAL, DENTAL, VETERINARY, A		200	60		200	200	200
110	41320	261	REPAIR AND MAINTENANCEMOTOR V	201	-	-				
110	41320	283	OUT-OF-TOWN EXPENSE	781	2,000	644	Reduced	3,000	2,000	2,000
110	41320	287	MEALS AND ENTERTAINMENT	2,887	2,500	2,500		2,500	2,500	2,500
110	41320	293	RECORDING DOCUMENTS (WITH REGISTER'S OFFICE)			650		1,500	1,500	1,500
110	41320	302	SAFETY PROGRAM	500		-				
110	41320	310	OFFICE SUPPLIES AND MATERIALS	2,758	5,500	2,500		5,000	5,000	5,000
110	41320	312	SMALL ITEMS OF EQUIPMENT	1,839	3,500	500	Reduced	3,500	2,000	2,000
110	41320	320	OPERATING SUPPLIES	3,061	6,500	6,000		5,000	5,000	5,000
110	41320	326	CLOTHING AND UNIFORMS	2,744	2,500	500	Reduced	2,500	2,000	2,000
110	41320	331	GAS, OIL, DIESEL FUEL,GREASE,		-	-				
110	41320	344	SAFETY SUPPLIES		1,500	-		500	500	500
110	41320	381	SHORT & OVER REIMBURSEMENT	0	50	-				
110	41320	510	INSURANCE	6,907	7,000	7,500		7,510	7,510	7,510
			Total Operatiing	192,054	157,250	149,890		297,210	275,210	275,210
			Total Capital	-	-	-		-	-	-
			Grand Total	1,346,975	886,626	879,266		1,315,491	1,386,522	1,293,233

			Statement Of Proposed Operations							
			For the Fiscal Year Ending JUNE 30, 2027							
		110	CITY ATTORNEY							
		Personnel	2		Amended	Projected		Department	City	City
				Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
				2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
41520	111		SALARIES - PERMANENT EMPLOYEES	137,002	226,865	181,566		363,844	292,351	292,351
41520	112		SALARIES -OVERTIME AT OVERTIME		-			-	-	-
41520	113		SALARIES - HOLIDAY PAY		-			-	-	-
41520	116		EMPLOYEE RECOGNITION	-	4,495	3,495		7,277	5,847	5,847
41520	119		LONGEVITY PAY		-			-	-	-
41520	141		OASI (EMPLOYER'S SHARE)	9,893	16,940	14,232		26,286	20,857	20,857
41520	142		EMPLOYEE BENEFITS	9,052	21,660	18,981		19,820	19,820	19,820
41520	143		RETIREMENT - CURRENT	5,868	28,039	22,938		48,728	39,153	39,153
41520	146		WORKMEN'S COMPENSATION	201	252	261		408	328	328
41520	147		UNEMPLOYMENT INSURANCE	50	128			128	128	128
			Personnel Requests							
			Total Personnel	162,066	298,379	241,473		466,491	378,484	378,484
41520	200		CONTRACTUAL SERVICES	81,984	100,000	25,000	Reduced	60,000	50,000	50,000
41520	204		EMPLOYEE EDUCATION ANDTRAININ	3,181	4,560	1,000		5,200	5,200	5,200
41520	220		PRINTING, DUPLICATING,TYPING,	1,012	1,500	1,000		1,500	1,500	1,500
41520	221		PRINTING, STATIONERY, ENVELOPES, FOR	0	1,000	500		1,000	1,000	1,000
41520	223		PUBLICATIONS, REPORTS,ETC.	46	750	500		750	750	750
41520	231		PUBLICATION OF FORMALAND LEGA	623	1,800	2,000	Reduced	2,500	1,800	1,800
41520	233		SUBSCRIPTIONS TO NEWSPAPERS AN	0	7,800	7,800	LexisNexis	15,100	15,100	15,100
41520	235		MEMBERSHIPS, REGISTRATION FEES	1,909	2,000	2,000		3,200	3,200	3,200
41520	251		MEDICAL, DENTAL, VET	120						
41520	261		REPAIR AND MAINTENANCE OF MOTOR VEHICLES					4,000	4,000	4,000
41520	283		OUT-OF-TOWN EXPENSE	1,977	7,000	2,000		8,000	8,000	8,000
41520	287		MEALS AND ENTERTAINMENT	551	1,500	500		2,200	2,200	2,200
41520	310		OFFICE SUPPLIES AND MATERIALS	561	1,000	500		1,000	1,000	1,000
41520	312		SMALL ITEMS OF EQUIPMENT	994	2,000	500		2,000	2,000	2,000
41520	320		OPERATING SUPPLIES	35	2,000	500		2,000	2,000	2,000
41520	326		CLOTHING AND UNIFORMS	0	1,000	500		1,000	1,000	1,000
41520	331		GAS, OIL, DIESEL FUEL,GREASE,					1,200	1,200	1,200
41520	344		SAFETY SUPPLIES	35	250	100		250	250	250
			Total Operatiing	93,028	134,160	44,400		110,900	100,200	100,200
			Total Capital	-	-	-		-	-	-
			Grand Total	255,093	432,539	285,873		577,391	478,684	478,684

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	CITY BEAUTIFUL							
			Personnel	8		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	47200	CITY BEAUTIFUL									
110	47200	111		SALARIES - PERMANENT EMPLOYEES	473,482	488,048	441,968		577,934	513,298	513,298
110	47200	112		SALARIES -OVERTIME ATOVERTIME	3,093	17,128	2,236		2,649	2,326	2,326
110	47200	113		SALARIES - HOLIDAY PAY	83	2,630	-		4,872	4,613	4,613
110	47200	116		EMPLOYEE RECOGNITION	8,557	9,650	7,279		11,559	10,266	10,266
110	47200	119		LONGEVITY PAY	4,700	3,200	3,200		4,400	3800	3,800
110	47200	141		OASI (EMPLOYER'S SHARE)	35,439	39,406	32,914		46,069	40935	40,935
110	47200	142		EMPLOYEE BENEFITS	161,752	190,504	164,760		160,086	150024	150,024
110	47200	143		RETIREMENT - CURRENT	55,719	55,656	56,089		70,869	62057	62,057
110	47200	146		WORKMEN'S COMPENSATION	22,251	16,174	28,738		18,910	16802	16,802
110	47200	147		UNEMPLOYMENT INSURANCE	196	512	526		576	512	512
				Personnel Requests:							
				Adjust pay scale and rates for City Beautiful Crew				Reduce	30,239	20,013	20,013
				Move 1 Facility Maint to CM budget							
				Total Personnel	765,273	822,908	737,710		928,163	824,646	824,646
110	47200	200		CONTRACTUAL SERVICES	81	1,000	100		1,000	1,000	1,000
110	47200	203		SPECIAL CENSUS		0	0	Remove	2,000	0	0
110	47200	204		EMPLOYEE EDUCATION ANDTRAININ	0	5,000	1,000		5,000	5,000	5,000
110	47200	211		POSTAGE					2,000	2,000	2,000
110	47200	220		PRINTING, DUPLICATING,TYPING,	0	1,000	500		1,000	1,000	1,000
110	47200	228		CITY BEAUTIFICATION &ENHANCEM	9,258	20,000	20,000	Reduce	25,000	20,000	20,000
110	47200	231		PUBLICATION OF FORMAL AND LEGAL NOTICES	190	1,000	1,000		1,000	1,000	1,000
110	47200	235		MEMBERSHIPS, REGISTRATION FEES	0	500	100	Reduce	1,000	500	500
110	47200	237		MARKETING	1,235	2,500	1,000				
110	47200	251		MEDICAL, DENTAL, VETERINARY, A	86	200					
110	47200	261		REPAIR AND MAINTENANCEMOTOR V	3,930	10,000	8,788		15,000	15,000	15,000
110	47200	265		REPAIR AND MAINTENANCE GROUNDS & IMPROVEMENTS	2,085	60,000	30,000	Reduce	60,000	40,000	40,000

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	CITY BEAUTIFUL							
			Personnel	8		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	47200	283		OUT-OF-TOWN EXPENSE	0	1,000	0		1,000	1,000	1,000
110	47200	287		MEALS AND ENTERTAINMENT	72	750	100	Reduce	2,000	1,000	1,000
110	47200	293		RECORDING DOCUMENTS	12,071		0				
110	47200	310		OFFICE SUPPLIES AND MATERIALS	158	4,000	500	Reduce	4,000	2,000	2,000
110	47200	312		SMALL ITEMS OF EQUIPMENT	834	12,000	1,000	Add lift gate	19,000	19,000	19,000
110	47200	320		OPERATING SUPPLIES	6,278	8,500	8,500		8,500	8,500	8,500
110	47200	326		CLOTHING AND UNIFORMS	1,623	8,000	2,000	Reduce	12,000	7,000	7,000
110	47200	344		SAFETY SUPPLIES	0	5,000	2,500	Reduce	5,000	4,000	4,000
110	47200	510		INSURANCE	1,984	2,500	2,373		2,750	2,750	2,750
							-				
				Total Operatiing	39,883	142,950	79,461		167,250	130,750	130,750
110	47200	944		TRANSPORATATION EQUIPMENT					51,531	16531	16,531
							Vehicle	35,000			
							Gator	16,531			
110	47200	910		LAND & EASEMENTS	6,000,000	1,000,000	1,000,000	Final Payment	1,000,000	1,000,000	1,000,000
				Total Capital	6,000,000	1,000,000	1,000,000		1,051,531	1,016,531	1,016,531
				Grand Total	6,805,156	1,965,858	1,817,171		2,146,944	1,971,927	1,971,927

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 CITY BUILDINGS

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
		CITY BUILDINGS								
			Total Personnel		-	-		-	-	-
	41810	CITY HALL BUILDING								
110	41810	200	CONTRACTUAL SERVICES	22,026	45,000	22,602		25,000	25,000	25,000
110	41810	211	POSTAGE, BOX RENT, ETC.	13,532	16,000	14,059		16,000	16,000	16,000
110	41810	240	STORMWATER	1,976	2,200	2,000		2,000	2,000	2,000
110	41810	241	ELECTRIC	26,572	45,000	28,777		35,000	35,000	35,000
110	41810	242	WATER	2,840	12,000	1,941		2,000	2,000	2,000
110	41810	243	SEWER	(798)	4,000	1,000		4,000	4,000	4,000
110	41810	244	GAS	3,941	9,000	4,500		9,000	9,000	9,000
110	41810	249	OTHER UTILITY SERVICES	10,770	12,000	10,050		12,000	12,000	12,000
110	41810	261	REPAIR AND MAINTENANCEMOTOR VEHICLE	3,837	8,000	6,215		8,000	8,000	8,000
110	41810	262	REPAIR AND MAINTENANCE MACHINERY	10	100	93		100	100	100
110	41810	265	REPAIR AND MAINTENANCEGROUNDS	340	5,000	400		5,000	5,000	5,000
110	41810	266	REPAIR AND MAINTENANCEBUILDIN	18,637	50,000	3,300		50,000	50,000	50,000
110	41810	279	RENTAL UTILITY BILL REIMB	753		869		-	-	-
110	41810	312	SMALL ITEMS OF EQUIPMENT	4,531	6,000	-		6,000	6,000	6,000
110	41810	320	OPERATING SUPPLIES	12,495	7,500	7,500		10,000	10,000	10,000
110	41810	324	HOUSEHOLD AND JANITORIAL SUPPL	4,735	10,000	2,658		10,000	10,000	10,000
110	41810	331	GAS, OIL, DIESEL FUEL,GREASE,	20,079	25,000	17,562		30,000	30,000	30,000
110	41810	334	TIRES, TUBES AND ETC.	781	2,500	341		2,000	2,000	2,000
110	41810	510	INSURANCE	31,746	35,000	33,223		37,000	37,000	37,000
110	41810	533	MACHINERY AND EQUIPMENT RENTAL							
110	41825	65 E. HILL STREET (OLD CITY BEAUTIFUL OFFICE & STORAGE BUILDING)								
110	41825	200	CONTRACTUAL SERVICES	200	200	210		200	200	200
110	41825	241	ELECTRIC	-	200	-				
110	41825	242	WATER	755	200	729		700	700	700
110	41825	243	SEWER		200	-				
110	41825	266	REPAIR AND MAINTENANCEBUILDIN	90	2,500	1,072		2,000	2,000	2,000
110	41825	320	OPERATING SUPPLIES	251	400	237		400	400	400
110	41825	510	INSURANCE	6,944	7,500	7,119		8,000	8,000	8,000

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
110 CITY BUILDINGS

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	41840	71 E. HILL STREET (OLD PW BUILDING NOW CITY BEAUTIFUL)								
110	41840	200	CONTRACTUAL SERVICES	2,626	1,500	1,841	Reduce	2,000	750	750
110	41840	240	STORMWATER	2,579	2,000	1,680	Reduce	2,000	1,000	1,000
110	41840	241	ELECTRIC	10,007	10,000	11,143	Reduce	11,500	5,000	5,000
110	41840	242	WATER	1,303	1,000	998	Reduce	1,000	500	500
110	41840	243	SEWER	493	800	550	Reduce	800	400	400
110	41840	244	GAS	1,745	1,200	1,167	Reduce	1,200	600	600
110	41840	249	OTHER UTILITY SERVICES	11,515	7,000	12,500	Reduce	10,000	10,000	10,000
110	41840	266	REPAIR AND MAINTENANCEBUILDIN	1,070	2,500	1,000	Reduce	1,500	1,500	1,500
110	41840	320	OPERATING SUPPLIES	1,264	2,000	-	Reduce	2,000	2,000	2,000
110	41840	324	HOUSEHOLD AND JANITORIAL SUPPL	144	1,000	100	Reduce	1,000	1,000	1,000
110	41840	510	INSURANCE	6,455	7,000	6,645		7,500	7,500	7,500
110	41840	939	OTHER IMPROVEMENTS							
	41850	73 E. Hill STREET (SPECIAL STORAGE FACILITY)								
110	41850	200	CONTRACTUAL SERVICES	4,367	0	2,450	Reduce	1,909	950	950
110	41850	240	STORMWATER	376	500	500	Reduce	500	250	250
110	41850	241	ELECTRIC	-	1,500	-	Reduce	1,500	750	750
110	41850	242	WATER	817	300	697	Reduce	800	400	400
110	41850	243	SEWER	401	300	410	Reduce	400	200	200
110	41850	249	OTHER UTILITY SERVICES	3,408	1,500	2,672	Reduce	2,279	1,140	1,140
110	41850	266	REPAIR AND MAINTENANCEBUILDIN	1,630	1,000	500	Reduce	1,000	500	500
110	41850	312	SMALL ITEMS OF EQUIPMENT	33	0	-				
110	41850	324	HOUSEHOLD AND JANITORIAL SUPPL	1,862	0	250	Reduce	189	100	100
110	41850	510	INSURANCE	4,716	5,000	4,746		5,400	5,400	5,400
	41862	PW 115 CLEMMONS RD - NEW BUILDING								
110	41862	200	CONTRACTUAL SERVICES	11,093	10,000	11,442		12,000	12,000	12,000
110	41862	240	STORMWATER	2,299	4,000	3,227		4,000	4,000	4,000
110	41862	241	ELECTRIC	34,125	45,000	33,884		40,000	40,000	40,000
110	41862	242	WATER	8,093	15,000	8,662		12,000	12,000	12,000
110	41862	243	SEWER	2,711	7,500	2,386		5,000	5,000	5,000
110	41862	244	GAS	12,381	17,000	8,627		10,000	10,000	10,000
110	41862	249	OTHER UTILITIES	6,550	7,000	7,898		8,000	8,000	8,000
110	41862	266	REPAIR AND MAINTENANCE BUILDING	24,690	20,000	25,816		20,000	20,000	20,000
110	41862	320	OPERATING SUPPLIES	9,224	8,000	5,244		8,000	8,000	8,000
110	41862	324	HOUSEHOLD AND JANITORIAL SUPPLIES	1,774	3,000	2,211		3,000	3,000	3,000
110	41862	510	INSURANCE	9,309	10,000	9,492		10,500	10,500	10,500
110	41862	531	RENTAL	18,424	20,000	17,280		20,000	20,000	20,000
110	41862	920	BUILDINGS							
110	41862	939	OTHER IMPROVEMENTS	273,369						
			Total Operatiing	657,896	518,100	352,476		481,377	466,840	466,840
			Total Capital	-	-	-		-	-	-
			Grand Total	657,896	518,100	352,476		481,377	466,840	466,840

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	PERSONNEL ADMINISTRATION							
			Personnel								
					Actual	Amended Budget	Projected Current Year	DETAILS	Department Requests	City Manager	City Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	41650	PERSONNEL ADMINISTRATION									
110	41650	111		SALARIES - PERMANENT EMPLOYEES		386,915	363,612		401,657	401,657	401,657
110	41650	112		SALARIES -OVERTIME ATOVERTIME		-	593		-	-	-
110	41650	113		SALARIES - HOLIDAY PAY		69	-		72	72	72
110	41650	116		EMPLOYEE RECOGNITION		7,646	7,646		8,033	8,033	8,033
110	41650	119		LONGEVITY PAY		1,900	1,900		2,000	2,000	2,000
110	41650	141		OASI (EMPLOYER'S SHARE)		29,983	27,532		31,500	31,500	31,500
110	41650	142		EMPLOYEE BENEFITS		95,173	86,971		79,870	79,870	79,870
110	41650	143		RETIREMENT - CURRENT		47,934	46,364		54,064	54,064	54,064
110	41650	146		WORKMEN'S COMPENSATION		431	447		453	453	453
110	41650	147		UNEMPLOYMENT INSURANCE		256	256		256	256	256
				Personnel Request:							
				Move HR Generalist pay scale to match Office Mgr					9,202	9,202	9,202
				Total Personnel		570,307	535,320		587,107	587,107	587,107
110	41650	200		CONTRACTUAL SERVICES		8,388	12,206		31,075	31,075	31,075
110	41650	204		EMPLOYEE EDUCATION ANDTRAININ		7,200	1,000	Reduce	6,200	5,000	5,000
110	41650	233		SUBSCRIPTIONS TO NEWSPAPERS AN		500	-	Reduce	1,000	500	500
110	41650	235		MEMBERSHIPS, REGISTRATION FEES		1,125	700		1,775	1,775	1,775
110	41650	236		PUBLIC RELATION		9,800	6,509	Reduce	10,050	9,800	9,800
110	41650	251		MEDICAL, DENTAL, VETERINARY, A		20,000	-		500	500	500
						Flu Shots/Wellness Fair					
110	41650	283		OUT-OF-TOWN EXPENSE		500	-				
110	41650	287		MEALS AND ENTERTAINMENT		250	-				
110	41650	302		SAFETY PROGRAM		500	500				
110	41650	310		OFFICE SUPPLIES AND MATERIALS		500	-		500	500	500
110	41650	312		SMALL ITEMS OF EQUIPMENT		500	-				
110	41650	320		OPERATING SUPPLIES		500	500				
110	41650	326		CLOTHING AND UNIFORMS		250	-		250	250	250
110	41650	344		SAFETY SUPPLIES		250	-				
				Total Operatiing		50,263	21,415		51,350	49,400	49,400
				Total Capital		-	-		-	-	-
				Grand Total		620,570	556,735		638,457	636,507	636,507

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 FINANCE DEPT

Personnel 6

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	41510	FINANCE DEPT								
110	41510	111	SALARIES - PERMANENT EMPLOYEES	509,420	528,956	526,700		549,161	549,161	549,161
110	41510	112	SALARIES -OVERTIME ATOVERTIME	1,901	986	1,200		1,522	1,522	1,522
110	41510	113	SALARIES - HOLIDAY PAY	-	314	-		330	330	330
110	41510	116	EMPLOYEE RECOGNITION	10,146	10,455	10,348		10,983	10,983	10,983
110	41510	119	LONGEVITY PAY	2,600	3,800	3,800		4,000	4,000	4,000
110	41510	141	OASI (EMPLOYER'S SHARE)	38,347	41,180	39,655		43,299	43,299	43,299
110	41510	142	EMPLOYEE BENEFITS	58,170	71,511	66,435		63,036	63,036	63,036
110	41510	143	RETIREMENT - CURRENT	59,702	65,834	65,488		74,315	74,315	74,315
110	41510	146	WORKMEN'S COMPENSATION	574	592	614		623	623	623
110	41510	147	UNEMPLOYMENT INSURANCE	168	384	252		384	384	384
			Personnel Request:							
			Assistant Finance Director				Removed	124,779	124,779	
			Total Personnel	681,027	724,012	714,492		872,432	872,432	747,653
110	41510	200	CONTRACTUAL SERVICES	58,160	56,100	56,100		61,000	61,000	61,000
						Paycor	20,000			
						ADP	41,000			
110	41510	204	EMPLOYEE EDUCATION ANDTRAININ	(74)	2,000	500		2,000	2,000	2,000
110	41510	211	POSTAGE, BOX RENT, ETC.	-	100	30		100	100	100
110	41510	220	PRINTING, DUPLICATING,TYPING,	1,950	2,250	2,250		2,250	2,250	2,250
110	41510	231	PUBLICATION OF FORMAL AND LEGA	367	650	300		650	650	650
110	41510	235	MEMBERSHIPS, REGISTRATION FEES	93	300	100		300	300	300
110	41510	251	MEDICAL, DENTAL, VETERINARY, A	-	200	-		200	200	200
110	41510	253	ACCOUNTING AND AUDITING SERVIC	48,550	47,260	50,000		53,300	53,300	53,300
						Actuarial Svc	3,300			
						FY27 Audit	50,000			
110	41510	255	DATA PROCESSING SERVICES	24,955	60,000	60,000		73,200	73,200	73,200
						Local Gov	35,000			
						Debtbook	23,200			
						CLA Grant	15,000			
110	41510	258	DRUG TESTING	-	150	-		150	150	150
110	41510	275	PROPERTY TAX EXPENSES	15,876	16,200	17,308		16,200	16,200	16,200
110	41510	283	OUT-OF-TOWN EXPENSE	681	1,000	443		1,000	1,000	1,000
110	41510	287	MEALS AND ENTERTAINMENT	-	250	-		250	250	250
110	41510	310	OFFICE SUPPLIES AND MATERIALS	2,849	2,500	2,500		2,500	2,500	2,500
110	41510	312	SMALL ITEMS OF EQUIPMENT	259	750	500		750	750	750
110	41510	320	OPERATING SUPPLIES	1,049	2,000	1,050		2,000	2,000	2,000
110	41510	326	CLOTHING AND UNIFORMS	205	200	-		200	200	200
110	41510	381	SHORT & OVER REIMBURSEMENT	18		-				
110	41510	510	INSURANCE	3,659	4,000	3,797		4,300	4,300	4,300
			Total Operatiing	158,597	195,910	194,878		220,350	220,350	220,350
110	41510	951	COMPUTER SOFTWARE	28,550		0				
			Total Capital	28,550	-	-		-	-	-
			Grand Total	868,174	919,922	909,370		1,092,782	1,092,782	968,003

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	RETIREE BENEFITS							
			Personnel	7		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	51200	RETIREE BENEFITS									
110	51200	142		EMPLOYEE BENEFITS	28,326	71,656	63,313		53,423	53,423	53,423
110	51200	144		RETIREE GIFTS		1,250			1,250	1,250	1,250
110	51200	146		WORKMEN'S COMPENSATION		-			-	-	-
				Total Personnel	28,326	72,906	63,313		54,673	54,673	54,673
	51200	RETIREE BENEFITS									
	51200	251		MEDICAL, DENTAL, VETERINARY, A			-		-	-	-
				Total Operatiing	-	-	-		-	-	-
				Total Capital	-	-	-		-	-	-
				Grand Total	28,326	72,906	63,313		54,673	54,673	54,673

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 INFORMATION TECHNOLOGY

Personnel 5

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	41740	INFORMATION TECHNOLOGY								
110	41740	111	SALARIES - PERMANENT EMPLOYEES	485,124	498,434	398,099		479,083	479,083	479,083
110	41740	112	SALARIES -OVERTIME ATOVERTIME	-	205			157	157	157
110	41740	113	SALARIES - HOLIDAY PAY	-	328			251	251	251
110	41740	116	EMPLOYEE RECOGNITION	9,503	9,898	5,602		9,582	9,582	9,582
110	41740	119	LONGEVITY PAY	2,800	3,000	3,000		3,200	3,200	3,200
110	41740	141	OASI (EMPLOYER'S SHARE)	36,616	38,887	34,142		37,659	37,659	37,659
110	41740	142	EMPLOYEE BENEFITS	57,548	70,879	62,227		62,405	62,405	62,405
110	41740	143	RETIREMENT - CURRENT	56,751	62,168	51,900		64,635	64,635	64,635
110	41740	146	WORKMEN'S COMPENSATION	541	559	580		541	541	541
110	41740	147	UNEMPLOYMENT INSURANCE	140	320	126		320	320	320
			Personnel Changes:							
			IT Network Admin 1 at 1/2 year				Remove	56,187		
			Total Personnel	649,023	684,678	555,676		714,019	657,832	657,832
110	41740	200	CONTRACTUAL SERVICES	314,955	388,300	388,300	Reduced	496,000	488,000	488,000
110	41740	204	EMPLOYEE EDUCATION ANDTRAININ	-	5,000	500		5,000	5,000	5,000
110	41740	220	PRINTING, DUPLICATING,TYPING,	-	300	100		300	300	300
110	41740	231	PUBLICATION OF FORMALAND LEGA	-	200	1,345		1,500	1,500	1,500
110	41740	235	MEMBERSHIPS, REGISTRATION FEES	-	250	-		250	250	250
110	41740	245	TELEPHONE	336,956	455,000	448,481		440,000	440,000	440,000
110	41740	251	MEDICAL, DENTAL, VETERINARY, A	-	100	100		100	100	100
110	41740	261	REPAIR & MAINTENANCE MOTER VEHICLES	-	10,000	5,866	Reduced	12,500	10,000	10,000
110	41740	271	COMPUTER EQUIPMENT	23,934	35,000	31,078		35,000	35,000	35,000
110	41740	283	OUT-OF-TOWN EXPENSE	-	500	-		500	500	500
110	41740	287	MEALS AND ENTERTAINMENT	486	250	-	Reduced	2,300	1,300	1,300
110	41740	310	OFFICE SUPPLIES AND MATERIALS	1,243	4,000	-		4,000	4,000	4,000
110	41740	314	SOFTWARE SUBSCRIPTIONS	310,389	392,080	392,080	Reduced	582,500	486,500	486,500
110	41740	320	OPERATING SUPPLIES	1,580	5,000	-		5,000	5,000	5,000
110	41740	326	CLOTHING AND UNIFORMS	1,444	4,000	417	Reduced	6,000	4,000	4,000
110	41740	331	GAS, OIL, DIESEL FUEL,GREASE,					4,000	4,000	4,000
110	41740	334	TIRES, TUBES & ETC					3,000	3,000	3,000
110	41740	510	INSURANCE			1,201		1,200	1,200	1,200
110	41740	533	MACHINERY AND EQUIPMENT RENTAL	213,383	361,000	349,309		390,000	390,000	390,000
						-				
			Total Operatiing	1,204,371	1,660,980	1,618,776		1,989,150	1,879,650	1,879,650
110	41740	944	TRANSPORTATION EQUIPMENT		-		Reduced	80,000	20,000	20,000
110	41740	948	COMPUTER EQUIPMENT	16,721	258,800	258,800	Reduced	163,000	88,000	88,000
110	41740	949	OTHER MACHINERY AND EQUIPMENT	115,454	3,000	3,000	Reduced	234,000	234,000	11,000
						Drone - Removed $20k				
			Total Capital	132,176	261,800	261,800		477,000	342,000	119,000
			Grand Total	1,985,570	2,607,458	2,436,253		3,180,169	2,879,482	2,656,482

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 GEOGRAPHIC INFORMATION SYSTEM

Personnel 2

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	41730	GEOGRAPHIC INFORMATION SYSTEM								
110	41730	111	SALARIES - PERMANENT EMPLOYEES	147,423	152,205	152,205		162,256	162,256	162,256
110	41730	112	SALARIES -OVERTIME ATOVERTIME	77	1,053	95		1,136	1,136	1,136
110	41730	113	SALARIES - HOLIDAY PAY	-	150	-		162	162	162
110	41730	116	EMPLOYEE RECOGNITION	2,947	3,008	3,008		3,245	3,245	3,245
110	41730	119	LONGEVITY PAY	600	700	700		800	800	800
110	41730	141	OASI (EMPLOYER'S SHARE)	10,785	11,882	11,879		12,821	12,821	12,821
110	41730	142	EMPLOYEE BENEFITS	29,960	38,843	35,628		33,129	33,129	33,129
110	41730	143	RETIREMENT - CURRENT	17,248	18,995	18,995		22,006	22,006	22,006
110	41730	146	WORKMEN'S COMPENSATION	166	171	177		184	184	184
110	41730	147	UNEMPLOYMENT INSURANCE	56	128	128		128	128	128
			Personnel Request:							
			Total Personnel	209,262	227,135	222,815		235,867	235,867	235,867
110	41730	200	CONTRACTUAL SERVICES	56,273	61,000	61,000		66,000	66,000	66,000
110	41730	204	EMPLOYEE EDUCATION ANDTRAININ	0	250	-		250	250	250
110	41730	211	POSTAGE, BOX RENT, ETC.	0	100	-		100	100	100
110	41730	220	PRINTING, DUPLICATING,TYPING,	46	500	-		500	500	500
110	41730	235	MEMBERSHIPS, REGISTRATION FEES	325	700	86		700	700	700
110	41730	251	MEDICAL, DENTAL, VETERINARY, A	0	300	-		300	300	300
110	41730	255	DATA PROCESSING SERVICES	0	2,000	-		2,000	2,000	2,000
110	41730	261	REPAIR & MAINTENANCE MOTER VEHICLES	0	5,000	-		5,000	5,000	5,000
110	41730	283	OUT-OF-TOWN EXPENSE	0	700	-		700	700	700
110	41730	287	MEALS AND ENTERTAINMENT	0	200	-		200	200	200
110	41730	310	OFFICE SUPPLIES AND MATERIALS	71	1,250	13		1,250	1,250	1,250
110	41730	320	OPERATING SUPPLIES	383	10,000	897		10,000	10,000	10,000
110	41730	331	GAS, OIL, DIESEL FUEL,GREASE,	0	500	-		500	500	500
110	41730	510	INSURANCE	595	600	600		650	650	650
110	41730	533	MACHINERY AND EQUIPMENT RENTAL	0	500	-		500	500	500
			Total Operatiing	57,694	83,600	62,596		88,650	88,650	88,650
			Total Capital	-	-	-		-	-	-
			Grand Total	266,956	310,735	285,411		324,517	324,517	324,517

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 POLICE

Personnel 114

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	42100	POLICE								
110	42100	111	SALARIES - PERMANENT EMPLOYEES	7,543,294	8,561,776	8,465,069		9,693,030	9,693,030	9,693,030
110	42100	112	SALARIES -OVERTIME ATOVERTIME	490,454	586,540	586,540		684,751	684,751	684,751
110	42100	113	SALARIES - HOLIDAY PAY	197,453	216,813	209,395		247,202	247,202	247,202
110	42100	114	ON-CALL PAY	26,000	93,700	26,400		152,900	152,900	152,900
110	42100	116	EMPLOYEE RECOGNITION	133,861	171,265	171,265		193,861	193,861	193,861
110	42100	119	LONGEVITY PAY	27,800	33,000	33,000		35,800	35,800	35,800
110	42100	141	OASI (EMPLOYER'S SHARE)	611,506	734,339	713,848		841,567	841,567	841,567
110	42100	142	EMPLOYEE BENEFITS	1,360,710	1,747,915	1,529,329		1,557,870	1,557,870	1,557,870
110	42100	143	RETIREMENT - CURRENT	928,062	1,176,976	1,172,347		1,445,290	1,445,290	1,445,290
110	42100	146	WORKMEN'S COMPENSATION	150,580	174,710	181,076		198,150	198,150	198,150
110	42100	147	UNEMPLOYMENT INSURANCE	3,231	7,296	7,296		7,296	7,296	7,296
110	42100	162	VOLUNTEER BENEFITS	100	5,000	-		5,000	5,000	5,000
			Personnel Changes							
			New Position: Advanced Response Comm Center Director (Patrol LT Pay)				Reduce	124,051	5,492	5,492
			New Position: Dispatch Lead					89,864	89,864	89,864
			New Position: Advanced Dispatcher/Operator					82,905	82,905	82,905
			New Position: Police Officer				Remove	88,903	-	-
			New Position: Police Officer				Remove	88,903	-	-
			New Position: Evidence Clerk (FOIA)					77,110	77,110	77,110
			Upgrade Position: 1 Dispatcher Position to an Advanced Dispatcher/Operator					6,057	6,057	6,057
			Upgrade Position: Accreditation Manager to Sergeant Pay				Reduce	11,590	1,750	1,750
			Total Personnel	11,473,051	13,509,330	13,095,566		15,632,100	15,325,895	15,325,895
110	42100	200	CONTRACTUAL SERVICES	46,387	100,500	81,581	Reduce	191,000	189,000	189,000
			Mental Health Co-Responder Staff Clinician				140,000			
			CLEAR Investigative Research Tool				25,000			
			TLO Investigative Research Tool				8,000			
			Clearview Investigative Research Tool				11,000			
			MaxShred Document Shredding Services				5,000			
			Contingency - Remove $2k				0			
110	42100	204	EMPLOYEE EDUCATION AND TRAINING	140,900	199,040	94,475		236,880	199,334	199,334
			88 Full-time Officers - Reduced from $90k				87,954			
			35 Civilian Staff				32,000			
			Tuition Reimbursement Program - Reduce by $12k				13,000			
			Basic Police Academy for 2 New Positions & 4 Attrition Replacements ($3000 per officer)-Reduced from $18k				12,000			
			National Forensic Academy - Reduce from $12,500				0			
			Magnet Axion Mobile Device Investigations Training				11,000			
			28 Reserve Officers				10,500			
			NW School of Police Staff and Command (2) - Reduced by 1/2				5,000			
			V-Academy Renewal				7,800			

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 POLICE

Personnel 114

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
						NIOA Public Relations Conference	5,000			
						Defensive Tactics Training Program Membership	5,000			
						Homicide Conference Training	3,000			
						Training Officers Training Conference	2,000			
						Defensive Tactics Training Supplies	2,000			
						Evidence Certification Training	1,000			
						Training BlueGuns (10)	600			
						Training Handcuffs (8)	580			
						Virtual Reality System Protective Case	500			
						Training Props	300			
						Instructor Safety Vests	100			
110	42100	206	EMPLOYEE WELLNESS PROGRAM	14,686	24,500	24,500		26,000	24,000	24,000
						Annual Health Screening	15,000			
						Awards and Acknowledgements	9,000			
						Promotional Material - Remove $2k	0			
110	42100	209	HAND GUN SAFETY	517	800	800		800	800	800
110	42100	211	POSTAGE, BOX RENT, ETC.	981	1,500	20		1,500	1,500	1,500
110	42100	219	COMMUNICATION SERVICES	283,273	395,000	288,491		22,000	22,000	22,000
						Eagent Required NCIC/TCIC Access Fee	8,000			
						Language Line Interpretation Service Fees	7,000			
						TN Criminal Justice Portal Access Fees	4,000			
						Flat Earth Connection to NCIC	3,000			
110	42100	220	PRINTING, DUPLICATING,TYPING,	5,955	10,000	6,300		10,000	10,000	10,000
110	42100	231	PUBLICATION OF FORMALAND LEGA	2,847	1,500	1,992		2,000	2,000	2,000
110	42100	233	SUBSCRIPTIONS TO NEWSPAPERS AN	-	200	-		200	200	200
110	42100	235	MEMBERSHIPS, REGISTRATION FEES	2,990	7,000	394		5,000	5,000	5,000
110	42100	236	PUBLIC RELATION	6,530	12,000	12,000		12,000	12,000	12,000
						Badge Stickers, Wrist Bands, and Other Promotional Items for Kids	5,000			
						Challenge Coins	3,000			
						Marketing/Advertisement for Police Programs	3,000			
						Mini Badges	1,000			
110	42100	239	COMMUNITY EDUCATION	11,077	14,000	14,000		16,000	14,000	14,000
						Community Policing Initiatives - Reduce $1k	5,000			
						Special Events (Night Out Against Crime, Department Open House)	4,000			
						Coffee with a Cop	3,000			
						Citizens Police Academy Class	2,000			
						Contingency - Remove $1k	0			
110	42100	251	MEDICAL, DENTAL, VETERINARY, A	11,267	22,000	11,989	Increased	22,000	22,000	50,800

				Statement Of Proposed Operations								
				For the Fiscal Year Ending JUNE 30, 2027								
			110	POLICE								
			Personnel	114		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	42100	255		DATA PROCESSING SERVICES	552,167	698,100	695,168		765,930	**765,930**	**765,930**
				Safe City Pogram with LPR, DFR, Live 911, Cameras Annual Fee				311,000			
				Body Camera, In-Car Camera, and Digital Evidence Management Program Annual Fee				268,000			
				Automatic Vehicle Location Service Annual Fee				50,000			
				Magnet Forensics (GreyKey, Axiom, Artifact IQ) Cell Phone Software Annual Fee				48,500			
				Real-Time Speed Analysis and Reporting for City Streets Annual Fee				35,580			
				Residential and Business Alarm Management System Annual Fee				15,000			
				Power Ready FTO Annual Fee				6,500			
				Guardian Track Annual Fee				7,000			
				Leads On Line Pawn/Jewelry Shop Cell Hawk Reporting Annual Fee				6,850			
				Backgrounds - DL and Criminal History Background Check Fees for Non-LE Employees Annual Fee				2,000			
				POBITS Background Management Software				1,500			
				Oxygen Cell Phone Forensics Software Annual Fee				3,800			
				Sling Off-Duty Employment Tracking Software Annual Fee				2,500			
				Backgrounds - FAMA Social Media and Open Source Internet Search Annual Fee				3,000			
				TV Eyes Monitoring Service Annual Fees				2,200			
				Required Sex Offender Registration Fees				1,500			
				Required TBI Evidence Processing Fees				1,000			
110	42100	261		REPAIR AND MAINTENANCE MOTOR V	223,087	260,000	122,097	**Reduce**	260,000	**250,000**	**250,000**
110	42100	262		REPAIR AND MAINTENANCE OTHER M	7,846	10,000	10,000		10,000	**10,000**	**10,000**
110	42100	263		REPAIR AND MAINTENANCE FURNITU	937	8,000	2,683	**Reduce**	8,000	**4,000**	**4,000**
110	42100	283		OUT-OF-TOWN EXPENSE	17,850	30,000	20,566		30,000	**30,000**	**30,000**
110	42100	287		MEALS AND ENTERTAINMENT	16,774	25,000	24,515	**Reduce**	30,000	**25,000**	**25,000**
110	42100	303		CRIME STOPPERS	-	5,000	-		5,000	**5,000**	**5,000**
110	42100	304		SPECIAL RESPONSE UNIT	13,192	54,100	54,100		48,100	**36,100**	**36,100**
				New SRT Member Uniforms (2) - Reduce by 1/2				6,000			
				Uniform Replacements (16) - Reduced from $12k				8,000			
				Breach Tool Replacements - Reduced from $5k				3,000			
				Electro-Optic Loan Program Annual Fee (16)				4,800			
				Bolt Gun Replacements				4,000			
				Chemical and Less-Than-Lethal Munitions				3,000			
				Suppressor Covers for Rifles (17)				2,500			
				Noise Flash Diversionary Device Team Training and Certification				2,500			
				Brinc Ball Negotiation Device Annual Fee				2,300			
110	42100	310		OFFICE SUPPLIES AND MATERIALS	6,243	12,000	2,726		12,000	**12,000**	**12,000**

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 POLICE

Personnel 114

Fund	Function	Object		Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
110	42100	312		SMALL ITEMS OF EQUIPMENT	45,581	61,300	30,611	Reduce	65,600	61,300	59,200
								General Small Equipment	30,000		
								Individuals with Special Need Tracking System, Supplies	15,000		
								Traffic Safety Equipment	7,000		
								Volunteer Service Equipment	3,000		
								Extra Radio Batteries	3,000		
								Battery Tower Lights	2,000		
								Secure Storage System for Investigative Vehicles	1,800		
								Replacement Traffic Cones	1,500		
								Replacement Spike Systems	1,500		
								Replacement Tools for CSO Trucks	800		
110	42100	320		OPERATING SUPPLIES	79,870	84,115	72,272	Reduce	91,500	78,500	78,500
								Small Vehicle Equipment for 6 Replacement Police Vehicles (using available surplus/transferred equipment)	30,000		
								Forensic & Evidence Storage Supplies	25,000		
								General Operating Supplies	20,000		
								Small Vehicle Equipment for 2 New Position Police Vehicles (using available surplus/transferred equipment) - Reduce by $8k	0		
								Certification of All Speed Detection Radars	4,000		
								Fire Extinguisher Refill Fees	2,500		
								Field Test Drug Kits	2,000		
110	42100	322		OSHA/CHEMICALS	2,619	31,750	31,750		26,500	24,900	10,500
								10 AEDS & Equipment - remove $16k	0		
								Medical Bags	7,000		
								Patrol Vest Life-Saving Supplies (Tourniquets, Pouches, etc)	2,000		
								Special Needs Sensory Bags	1,000		
								AED and CPR Training Equipment	500		
110	42100	326		CLOTHING AND UNIFORMS	197,753	208,000	171,098		210,200	185,200	185,200
								Uniform Allowance for Officers - Reduce from $88k	86,000		
								Replacement Vests (20) for Expiring Vests	28,000		
								Uniform Allowance for Civilians	26,000		
								Uniform Stock - Reduce from $20k	10,000		
								Uniform Allowance for Reserves and CSOs	18,000		
								Uniforms & Duty Equipment for 2 New Officer Positions - Remove $12k	0		
								Uniforms for Attrition Hires	12,000		
								Replacement Outer-Carrier Vest Holders	3,000		
								Chaplain Program Jackets	1,600		
								Red Firearm Instructor Shirts - Reduce from $1600	600		

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 POLICE

Personnel 114

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
110	42100	327	FIRE ARM SUPPLIES	155,828	190,400	190,400	**Reduce**	207,190	**192,000**	**192,000**
							Taser Program Annual Fee 85,000			
							75,000 Rounds of .223 Training Ammunition 48,500			
							100,000 Rounds of 9mm Training Ammunition 24,000			
							6,000 Rounds of Rifle Duty Ammunition 11,600			
							Targets and Target Systems 10,000			
							7,000 Round Handgun Duty Ammunition 4,800			
							1,500 Rounds of Marksman .308 Ammunition 3,000			
							Simunition Training Rounds 3,000			
							Low Power Variable Optics and Mounts (4) 2,750			
							BOLA Wrap Cartridges 2,200			
							Firearms Cleaning Supplies and Tools 2,000			
							Replacement Weapon Lights 1,600			
							2 Glock 45 Handguns for New Hires 1,300			
							Simunition Groin Protectors 1,280			
							Train-Safe Magazines for Simunitions 1,250			
							Bolt Gun Cases 1,000			
							Gun Repair Parts 1,000			
							Blank 9mm Revolvers (2) and Supplies 950			
							Simunition Pistol / Rifle Cases 950			
							Rifle Light Bar Mounts 680			
							Short Range Rifle Target 330			
110	42100	331	GAS, OIL, DIESEL FUEL,GREASE,	244,438	320,000	194,420		300,000	**300,000**	**300,000**
110	42100	334	TIRES, TUBES AND ETC.	47,572	65,000	47,995		65,000	**65,000**	**65,000**
110	42100	345	FIRING RANGE	20,013	20,000	11,987		20,000	**20,000**	**20,000**
110	42100	346	CANINE	24,302	18,100	18,100	**Reduce**	34,000	**33,000**	**33,000**
							Veterinarian Services for 3 K9s 20,000			
							Dog Food for 2 K9s 5,000			
							Miscellaneous Equipment 3,000			
							K9 Boarding Services 2,500			
							Certification Memberships and K9 Specific Training 2,000			
							Detailed Cleaning of K9 Vehicles 1,000			
							Cleaning Supplies for K9s 500			
110	42100	347	HONOR GUARD	1,986	4,000	3,298	**Reduce**	5,000	**4,000**	**4,000**
110	42100	349	BICYCLE PATROL EQUIPMENT	661	23,750	23,750		5,000	**5,000**	**5,000**
							Replacement Bike Gear, Helmets, Shirts, and Pants 3,000			
							E-Bike Service and Repair 2,000			
110	42100	372	INVESTIGATIVE EQUIPMENT	4,018	17,500	17,500		14,400	**14,400**	**14,400**
							Casper Body Wire Tech (LETS Replacement) 4,700			
							Crime Scene Leica Scanner Annual Renewal Fee 3,600			
							Covert Track GPS Tracking 2,400			
							General Investigative Equipment Replacements 2,000			
							Crime Scene Processing Supplies 1,200			

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 POLICE

Personnel 114

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
						Heavy Duty Disposable Search Gloves	500			
110	42100	381	*SHORT & OVER REIMBURSEMENT*	(19)	50	244		250	**250**	**250**
110	42100	382	ACCREDIDATION	8,184	15,450	2,829		16,100	**16,100**	**16,100**
						PowerDMS Annual Fee	12,000			
						TACP Accreditation Program Fee	1,750			
						TLEA Accreditation Process Costs	1,400			
						PowerStandards for TLEA	650			
						LE Accreditation Coalition of TN Fee	300			
110	42100	510	INSURANCE	274,802	300,000	330,633		320,000	**320,000**	**320,000**
110	42100	742	SPECIAL INVESTIGATIVE FUNDS	300	2,500			1,500	**1,500**	**1,500**
			Total Operatiing	2,473,413	3,252,155	2,615,286		3,096,650	2,961,014	2,973,314
110	42100	918	VEHICLE EQUIPMENT	397,481	388,080	221,578		238,200	**188,200**	**188,200**
			Capital Equipment for 6 Replacement Police Vehicles (using available surplus/transferred equipment)				180,200			
			Capital Equipment for 2 New Police Vehicles (using available surplus/transferred equipment) - Remove $50k				0			
						Capital Equipment for 2 Seized Vehicles	8,000			
110	42100	920	BUILDINGS			-				
110	42100	944	TRANSPORTATION EQUIPMENT	688,757	4,000	4,000	Reduced	908,500	**322,500**	**302,500**
			6 Replacement Vehicles Reduced from $322,500				302,500			
			2 New Position Vehicles - Remove $111k				0			
			Armored Vehicle Tactical Rescue Vehicle Replacement w/ LRAD - moved $475k to Drug Fund				0			
110	42100	945	COMMUNICATION EQUIPMENT	6,333	52,500	54,497	Reduced	45,600	**30,400**	**30,400**
			6 Portable Radios (2 New Hires, 4 Replacements) - Reduce from $45,600				30,400			
110	42100	949	OTHER MACHINERY AND EQUIPMENT	32,930	123,000	45,976	Reduced	218,400	**97,434**	**71,934**
			Handgun Trade-In Replacement - Remove $60k				0			
			NIBIN Testing Device for Crime Lab- Remove $35k				0			
			Replacement Ballistic Shields (3) - reduce from $28k				18,667			
			2 Rifles for New Hires and 4 Uppers for Designated Marksmen-Reduce from $16,900				11,267			
			Refurbish Existing Message Board Removed $13,500				0			
						LIDAR Speed Detection Radar	12,000			
			Reuseable Outdoor Dog Kennel (1) Removed $12k				0			
						Throw Phone Replacement	11,000			
						Gas Mask Communication Upgrades	11,000			
			FLIR Thermal Imaging Devices for Distance (2)- Reduce from $8k				4,000			
			Crime Lab Fuming Chamber - Remove $7k				0			
						Refurbish Radar Trailer	4,000			
	42100	995	ACQUISITION BY LEASE							
			Total Capital	1,125,500	567,580	326,051		1,410,700	638,534	593,034
			Grand Total	15,071,964	17,329,065	16,036,903		20,139,450	18,925,443	18,892,243

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	POLICE HEADQUARTERS							
					Actual	Amended Budget	Projected Current Year	DETAILS	Department Requests	City Manager	City Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
							-				
				Total Personnel	-	-			-	-	-
	41880	POLICE HEADQUARTERS									
110	41880	200		CONTRACTUAL SERVICES	25,841	114,050	80,373		139,000	139,000	139,000
								Cleaning	82,500		
				Maintenance Contracts (Elevator, Roof Tie Offs, Gates, Pest Control, Trash Service, Crime Lab Safety, Etc...)					35,000		
								Mechanical Maintenance	15,000		
								Key Management System	3,500		
								Generator Maintenance	3,000		
110	41880	240		STORMWATER	1,554	4,000	3,300		4,000	4,000	4,000
110	41880	241		ELECTRIC	41,278	40,000	127,882		80,000	80,000	80,000
110	41880	242		WATER	3,481	5,000	24,915		18,000	18,000	18,000
110	41880	243		SEWER	(1,028)	5,000	2,142		2,400	2,400	2,400
110	41880	244		GAS	5,633	2,500	60,121		40,000	40,000	40,000
110	41880	249		OTHER UTILITY SERVICES	6,791	15,000	7,700		10,000	10,000	10,000
110	41880	266		REPAIR AND MAINTENANCEBUILDIN	26,814	50,000	17,000		50,000	50,000	50,000
110	41880	324		HOUSEHOLD AND JANITORIAL SUPPL	4,428	22,600	6,600		23,000	23,000	23,000
110	41880	510		INSURANCE	2,778	20,000	20,000		21,000	21,000	21,000
				Total Operatiing	117,572	278,150	350,033		387,400	387,400	387,400
				Total Capital	-	-	-		-	-	-
				Grand Total	117,572	278,150	350,033		387,400	387,400	387,400

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	ANIMAL CONTROL							
			Personnel	3		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	41720	ANIMAL CONTROL									
110	41720	111		SALARIES - PERMANENT EMPLOYEES	189,156	176,645	173,624		188,049	188,049	188,049
110	41720	112		SALARIES -OVERTIME ATOVERTIME	6,842	9,776	5,701		13,728	13,728	13,728
110	41720	113		SALARIES - HOLIDAY PAY	4,160	3,285	3,285		3,482	3,482	3,482
110	41720	114		ON CALL PAY	12,500	9,750	13,000		13,050	13,050	13,050
110	41720	116		EMPLOYEE RECOGNITION	3,348	3,492	3,492		3,761	3,761	3,761
110	41720	119		LONGEVITY PAY	900	400	400		500	500	500
110	41720	141		OASI (EMPLOYER'S SHARE)	15,739	15,399	14,735		17,027	17,027	17,027
110	41720	142		EMPLOYEE BENEFITS	39,286	56,473	51,649		46,885	46,885	46,885
110	41720	143		RETIREMENT - CURRENT	23,684	24,619	22,275		29,223	29,223	29,223
110	41720	146		WORKMEN'S COMPENSATION	2,513	1,932	2,003		2,137	2,137	2,137
110	41720	147		UNEMPLOYMENT INSURANCE	108	192	192		192	192	192
110	41720	162		VOLUNTEER BENEFITS			-				
				Personnel Requests:							
				Add Frozen Animal Control Officer position back					64,268	64,268	64,268
				Total Personnel	298,236	301,963	290,356		382,302	382,302	382,302
110	41720	200		CONTRACTUAL SERVICES	43,234	56,300	29,198		63,245	63,245	63,245
								Veterinary Services	56,745		
								Cintas Rug Service	2,500		
								Mack Pest Control	1,500		
								TNR Program	2,500		
110	41720	204		EMPLOYEE EDUCATION ANDTRAININ	755	4,800	-		4,800	4,800	4,800
110	41720	211		POSTAGE, BOX RENT, ETC.	0	90	-		90	90	90
110	41720	220		PRINTING, DUPLICATING,TYPING,	0	450	300		450	450	450
110	41720	231		PUBLICATION OF FORMALAND LEGA	147	270	-		270	270	270
110	41720	235		MEMBERSHIPS, REGISTRATION FEES, AND	480	900	1,260		1,500	1,500	1,500
110	41720	240		STORMWATER	192	270	192		250	250	250
110	41720	241		ELECTRIC	9,392	10,890	10,095		12,000	12,000	12,000
110	41720	242		WATER	2,871	2,970	3,906		4,500	4,500	4,500
110	41720	243		SEWER	2,791	2,970	3,420		3,200	3,200	3,200
110	41720	244		GAS	3,553	3,960	3,960		4,500	4,500	4,500
110	41720	249		OTHER UTILITY SERVICES	2,359	2,500	2,500		3,000	3,000	3,000
110	41720	251		MEDICAL, DENTAL, VETERINARY, A	289	900	431		1,200	1,200	1,200
110	41720	261		REPAIR AND MAINTENANCEMOTOR V	1,056	2,000	1,839		2,500	2,500	2,500
110	41720	263		REPAIR AND MAINTENANCEFURNITU	650	900	-		1,200	1,200	1,200
110	41720	266		REPAIR AND MAINTENANCEBUILDIN	29,088	30,000	14,567		35,000	35,000	35,000
110	41720	283		OUT-OF-TOWN EXPENSE	107	4,000	1,710		3,000	3,000	3,000
110	41720	287		MEALS AND ENTERTAINMENT	930	1,800	1,107		1,800	1,800	1,800
110	41720	290		DISPOSAL FEE - ANIMALCONTROL	0	400	-		400	400	400
110	41720	310		OFFICE SUPPLIES AND MATERIALS	1,148	1,800	1,322		2,000	2,000	2,000

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	ANIMAL CONTROL							
			Personnel	3		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	41720	312		SMALL ITEMS OF EQUIPMENT	2,441	2,500	1,426		3,000	3,000	3,000
110	41720	320		OPERATING SUPPLIES	7,134	12,000	4,854		15,000	15,000	15,000
110	41720	322		OSHA/CHEMICALS	-	400	-		400	400	400
110	41720	324		HOUSEHOLD AND JANITORIAL SUPPL	61	2,000	1,000		2,200	2,200	2,200
110	41720	326		CLOTHING AND UNIFORMS	5,812	8,000	1,546		8,000	8,000	8,000
110	41720	329		DRUGS - MEDICAL - ANIMAL CONTR	1,381		350		500	500	500
110	41720	331		GAS, OIL, DIESEL FUEL,GREASE,	1,907		2,060		3,000	3,000	3,000
110	41720	334		TIRES, TUBES AND ETC.	-	1,800	-		3,000	3,000	3,000
110	41720	381		SHORT & OVER REIMBURSEMENT			-				
110	41720	510		INSURANCE	14,759	15,000	29,086		16,100	16,100	16,100
				Total Operatiing	132,538	169,870	116,129		196,105	196,105	196,105
110	41720	918		VEHICLE EQUIPMENT	5,428						
110	41720	944		TRANSPORTATION EQUIPMENT	34,189						
110	41720	949		OTHER MACHINERY AND EQUIPMENT	13,578	-			9,200	9,200	9,200
				Revamp Laundry Room and Dog Wash Area (Stainless Steel Table and Dog Wash Tub)				8,600			
						2 Microchip Reader Stations		600			
				Total Capital	53,195	-	-		9,200	9,200	9,200
				Grand Total	483,970	471,833	406,486		587,607	587,607	587,607

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	CITY COURT							
			Personnel	1		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	41210	CITYCOURT									
110	41210	111		SALARIES - PERMANENT EMPLOYEES	10,800	11,700	10,966		11,700	11,700	11,700
110	41210	141		OASI (EMPLOYER'S SHARE)	826	895	838		895	895	895
110	41210	147		UNEMPLOYMENT INSURANCE	26		36				
				Total Personnel	11,653	12,595	11,840		12,595	12,595	12,595
110	41210	200		CONTRACTUAL SERVICES	6,354	8,000	3,816		8,000	8,000	8,000
110	41210	320		OPERATING SUPPLIES	1,064	2,000	1,351		2,000	2,000	2,000
				Total Operatiing	7,418	10,000	5,167		10,000	10,000	10,000
				Total Capital	-	-	-		0	-	-
				Grand Total	19,070	22,595	17,007		22,595	22,595	22,595

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 Public Safety Communications

Personnel 0

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	41370	PUBLIC SAFETY COMMUNICATIONS								
			Total Personnel	-	-			-	-	-
110	41370	200	CONTRACTUAL SERVICES					6,000	6,000	6,000
			South Tower, PD HQ and Trailered Generator Maintenance							
110	41370	219	COMMUNICATION SERVICES				Increased	459,700	459,700	484,447
			Required Maint / Upgrade Agreement for Tower Sites and Consoles				150,000			
			Required Radio System Metro Access to Controller Fees				125,000			
			Tower Sites and Comm Center Connectivity Circuit Fees				30,000			
			PowerPhone Emergency Medical Dispatch System (EMS) Annual Fee				24,000			
			Viper 911 System Annual Fee				57,000			
			Required T1 Line Fees				15,000			
			DataTech 911 Wilson County CAD Interface Annual Fee				22,000			
			Required Tower Access Fees				8,000			
			Unified Solutions Eventide Call Recorder Annual Fee				5,200			
			Starlink PD HQ Backup Connection				6,500			
			MJC to Metro Radio Connection Circuits				17,000			
			Rollover of PO for Liebert APS UPS, batteries, rack (Will arrive after 6/30 charged to PD 219 line)				24,747			
110	41370	255	DATA PROCESSING SERVICES					453,000	75,000	75,000
			EFORCE CAD/RMS System Annual Fee (Supports FDMJ)				75,000			
			Motorola Flex CAD (Replacing eForce Moving Forward) - Remove $378k				-			
			Total Operatiing	-	-			918,700	540,700	565,447
110	41370	949	OTHER MACHINERY AND EQUIPMENT					2,900,000	2,900,000	2,900,000
						Tower Upgrades	2,900,000			
			Total Capital	-	-			2,900,000	2,900,000	2,900,000
			Grand Total	-	-			3,818,700	3,440,700	3,465,447

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 Fire Protection

Personnel 86

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
		Fire Protection								
			Total Fund Revenue	-	-			-	-	-
					OK					
110	42200	111	SALARIES - PERMANENT EMPLOYEES	6,079,379	6,651,267	6,651,267		7,077,759	7,077,759	7,077,759
110	42200	112	SALARIES -OVERTIME ATOVERTIME	520,182	601,346	601,346		695,808	695,808	695,808
110	42200	113	SALARIES - HOLIDAY PAY	-	147	-		160	160	160
110	42200	116	EMPLOYEE RECOGNITION	103,256	128,376	128,376		138,342	138,342	138,342
110	42200	117	SUPPLEMENTAL AND ON-CALL PAY	-	40,800	-		126,400	126,400	126,400
110	42200	119	LONGEVITY PAY	7,100	9,100	9,100		11,600	11,600	11,600
110	42200	141	OASI (EMPLOYER'S SHARE)	485,906	562,625	562,625		634,423	634,423	615,087
110	42200	142	EMPLOYEE BENEFITS	1,099,467	1,547,644	1,351,297		1,348,137	1,348,137	1,348,137
110	42200	143	RETIREMENT - CURRENT	732,886	880,386	880,386		1,069,065	1,069,065	1,035,877
110	42200	146	WORKMEN'S COMPENSATION	205,354	218,126	226,073		247,693	247,693	240,192
110	42200	147	UNEMPLOYMENT INSURANCE	2,434	5,376	5,376		5,504	5,504	5,504
110	42200	162	VOLUNTEER BENEFITS	-	5,600	-		5,600	5,600	5,600
			Personnel Requests							
			see breakdown below 11 - total, 9 operational positions (3 per shift) - 2 training positions (2 day time)							
			3 Lt's,				Remove	288,801		
			3 Engineers,				Remove	268,660		
			3 Firefighter/Paramedic -				Remove	261,600		
			2 EMS Captain pay				Remove	156,200		
			Total Personnel	9,235,965	10,650,793	10,415,846		12,335,752	11,360,491	11,300,466
110	42200	200	CONTRACTUAL SERVICES	13,682	25,000	19,704		25,000	25,000	25,000
110	42200	204	EMPLOYEE EDUCATION AND TRAINING	27,427	50,000	30,021	Reduce	50,000	40,000	40,000
110	42200	211	POSTAGE, BOX RENT, ETC.	168.3	500	65	Reduce	1,000	500	500
110	42200	220	PRINTING, DUPLICATING,TYPING,	-	500	-		750	750	750
110	42200	231	PUBLICATION OF FORMALAND LEGA	90	500	206		500	500	500
110	42200	233	SUBSCRIPTIONS TO NEWSPAPERS AN	-	300	-		300	300	300
110	42200	235	MEMBERSHIPS, REGISTRATION FEES	5,250	6,000	6,000		7,000	7,000	7,000
110	42200	239	COMMUNITY EDUCATION	5,779	7,500	3,407		7,500	7,500	7,500
110	42200	240	STORMWATER	1,448	2,000	1,407		3,500	3,500	3,500
110	42200	241	ELECTRIC	22,128	30,000	23,100		35,000	35,000	35,000
110	42200	242	WATER	15,690	15,000	15,000		25,000	25,000	25,000
110	42200	243	SEWER	7,015	15,000	7,411		20,000	20,000	20,000
110	42200	244	GAS	21,303	28,000	27,059		30,000	30,000	30,000
110	42200	249	OTHER UTILITY SERVICES	5,792	7,000	6,066		10,000	10,000	10,000
110	42200	251	MEDICAL, DENTAL, VETERINARY, A	51,399	75,000	75,000		85,000	85,000	85,000
110	42200	255	DATA PROCESSING SERVICES	17,768	35,000	27,087		35,000	35,000	35,000
110	42200	258	DRUG TESTING	0	1,000	-		1,000	1,000	1,000
110	42200	261	REPAIR AND MAINTENANCEMOTOR V	34,408	55,000	23,058	Reduce	55,000	50,000	50,000
110	42200	262	REPAIR AND MAINTENANCEOTHER M	52,423	75,000	52,251		75,000	75,000	75,000
110	42200	266	REPAIR AND MAINTENANCEBUILDIN	54,792	55,000	33,656		55,000	55,000	55,000
110	42200	268	ENGINEERING		167,000	11,810	Move to Capital 939			

				Statement Of Proposed Operations								
				For the Fiscal Year Ending JUNE 30, 2027								
			110	Fire Protection								
		Personnel		86		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	42200	283		OUT-OF-TOWN EXPENSE	493	3,000	2,347	Reduce	3,500	3,000	3,000
110	42200	287		MEALS AND ENTERTAINMENT	1,652	2,000	2,000	Reduce	3,000	2,000	2,000
110	42200	310		OFFICE SUPPLIES AND MATERIALS	-	1,000	110		1,000	1,000	1,000
110	42200	312		SMALL ITEMS OF EQUIPMENT	38,178	40,000	31,760	Reduce	45,000	40,000	40,000
110	42200	315		TURN OUT GEAR	56,952	60,000	84,300	Reduce	65,000	48,000	48,000
110	42200	320		OPERATING SUPPLIES	20,489	30,000	27,418		35,000	35,000	35,000
110	42200	324		HOUSEHOLD AND JANITORIAL SUPPL	13,926	18,000	9,117		20,000	20,000	20,000
110	42200	326		CLOTHING AND UNIFORMS	31,982	45,000	18,436		45,000	45,000	45,000
110	42200	328		EDUCATIONAL SUPPLIES	1,448	5,000	-		5,000	5,000	5,000
110	42200	331		GAS, OIL, DIESEL FUEL,GREASE,	53,187	62,000	44,691	Reduce	70,000	62,000	62,000
110	42200	334		TIRES, TUBES AND ETC.	11,157	20,000	8,168	Reduce	25,000	20,000	20,000
110	42200	510		INSURANCE	74,268	100,000	100,000	Increase for truck & st	140,000	140,000	140,000
110	42200	605		COMMISSIONS PAID OUT	414	700	700				
110	42200	759		FIRE EXPLORERS	-	4,350	-		4,350	4,350	4,350
				Total Operatiing	640,710	1,041,350	691,353	-	983,400	931,400	931,400
110	42200	939		OTHER IMPROVEMENTS	22,023	850,000	209,947		700,000	700,000	700,000
							Rollover Station 1 RENO & Engineering	700,000			
110	42200	940		MACHINERY AND EQUIPMENT	458,540	460,000	223,824		308,611	258,611	258,611
							SCBA equipment - Reduce from $200k	150,000			
							Fire rescue tools	40,000			
							Rollover of tools for tiller ordered in FY26 delivery est July 2026	68,611			
110	42200	944		TRANSPORTATION EQUIPMENT	1,534,136	2,458,000	2,458,000		185,000	85,000	85,000
							Upfitting	30,000			
							Vehicles - Remove $100k	-			
							Rollover of SUV purchase due to delayed availability	55,000			
110	42200	945		COMMUNICATION EQUIPMENT	185,473	250,000	24,272		475,000	25,000	25,000
							Mach Alert - Station Toning - Remove $450k	-			
							Radio upgrades	25,000			
				Total Capital	2,200,173	4,018,000	2,916,042		1,668,611	1,068,611	1,068,611
				Grand Total	12,076,847	15,710,143	14,023,242		14,987,763	13,360,502	13,300,477

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 EMS

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
110		EMS								
			Total Fund Revenue		-	-		-	-	-
			Total Personnel		-	-		-	-	-
110	42250	200	CONTRACTUAL SERVICES	45,793	60,000	60,000		60,000	60,000	60,000
110	42250	204	EMPLOYEE EDUCATION AND TRAINING	36,287	88,000	44,996		75,000	75,000	75,000
110	42250	220	PRINTING, DUPLICATING,TYPING,	0	1000	1,000		1,000	1,000	1,000
110	42250	235	MEMBERSHIPS, REGISTRATION FEES	2774	2,000	1,307		2,000	2,000	2,000
110	42250	239	COMMUNITY EDUCATION	970	2,000	211		2,000	2,000	2,000
110	42250	245	TELEPHONE			-				
110	42250	255	DATA PROCESSING SERVICES	19,013	25,000	1,645		15,000	15,000	15,000
110	42250	258	DRUG TESTING	300	2,000	1,560		2,000	2,000	2,000
110	42250	261	REPAIR AND MAINTENANCEMOTOR V	44,709	50,000	11,961		50,000	50,000	50,000
110	42250	262	REPAIR AND MAINTENANCEOTHER M	21,979	25,000	7,559		25,000	25,000	25,000
110	42250	266	REPAIR AND MAINTENANCEBUILDIN	350	1,000	-		-	-	-
110	42250	287	MEALS AND ENTERTAINMENT	431	2,000	456		2,000	2,000	2,000
110	42250	310	OFFICE SUPPLIES AND MATERIALS	-	1,000	612		1,000	1,000	1,000
110	42250	312	SMALL ITEMS OF EQUIPMENT	28,292	30,000	30,000		30,000	30,000	30,000
110	42250	315	TURN OUT GEAR	48,151	60,000	-	Reduce	60,000	48,000	48,000
110	42250	320	OPERATING SUPPLIES	172,399	250,000	200,577		250,000	250,000	250,000
110	42250	326	CLOTHING AND UNIFORMS	27,610	30,000	30,000		30,000	30,000	30,000
110	42250	328	EDUCATIONAL SUPPLIES	9,518	10,000	2,469		10,000	10,000	10,000
110	42250	331	GAS, OIL, DIESEL FUEL,GREASE,	31,266	40,000	29,305		40,000	40,000	40,000
110	42250	334	TIRES, TUBES AND ETC.	3,515	10,000	3,657		10,000	10,000	10,000
110	42250	510	INSURANCE	14,041	15,000	15,000		16,000	16,000	16,000
110	42250	531	RENTAL			-				
110										
			Total Operatiing	507,398	704,000	442,314		681,000	669,000	669,000
110	42250	939	OTHER IMPROVEMENTS							
110	42250	940	MACHINERY AND EQUIPMENT	194,465	110,303	110,303	200,000	200,000	200,000	200,000
110	42250	944	TRANSPORTATION EQUIPMENT	428,987	414,400	412,351		150,000	-	-
					Special Ops - Remove $150k		-			
110	42250	945	COMMUNICATION EQUIPMENT		20,000	24,677				
			Total Capital	623,452	544,703	547,331		350,000	200,000	200,000
			Grand Total	1,130,850	1,248,703	989,645		1,031,000	869,000	869,000

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	Building & Codes							
			Personnel	7		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	43000	Building & Codes									
110	43000	111		SALARIES - PERMANENT EMPLOYEES	650,575	644,357	644,357		578,751	578,751	578,751
110	43000	112		SALARIES -OVERTIME ATOVERTIME	664.81	9,802	751		4,630	4,630	4,630
110	43000	113		SALARIES - HOLIDAY PAY	-	2,519	-		579	579	579
110	43000	116		EMPLOYEE RECOGNITION	15,073	12,738	12,738		11,575	11,575	11,575
110	43000	119		LONGEVITY PAY	2,900	3,300	3,300		2,500	2,500	2,500
110	43000	141		OASI (EMPLOYER'S SHARE)	47,375	50,955	48,913		45,750	45,750	45,750
110	43000	142		EMPLOYEE BENEFITS	196,100	179,853	156,656		149,981	149,981	149,981
110	43000	143		RETIREMENT - CURRENT	76,954	81,461	81,461		78,522	78,522	78,522
110	43000	146		WORKMEN'S COMPENSATION	18,941	16,603	17,207		14,699	14,699	14,699
110	43000	147		UNEMPLOYMENT INSURANCE	192	512	512		448	448	448
				Personnel Changes			-				
				Inspector Bldg/Elect. Starting at step 5 $62,500.00 plus Benefits				Remove	87,535	0	0
				Total Personnel	1,008,775	1,002,100	965,895		974,970	887,435	887,435
110	43000	200		CONTRACTUAL SERVICES	81	2,000	74	Reduce	2,500	2,000	2,000
110	43000	204		EMPLOYEE EDUCATION ANDTRAININ	12,610	13,500	6,615		13,500	13,500	13,500
110	43000	220		PRINTING, DUPLICATING,TYPING,	1,541	2,000	2,000		2,000	2,000	2,000
110	43000	231		PUBLICATION OF FORMALAND LEGA	0	1,000	-		1,000	1,000	1,000
110	43000	235		MEMBERSHIPS, REGISTRATION FEES	1,360	3,500	1,214		3,500	3,500	3,500
110	43000	251		MEDICAL, DENTAL, VETERINARY, A	66	500	213		500	500	500
110	43000	255		DATA PROCESSING SERVICES	520	2,800	-		2,800	2,800	2,800
110	43000	258		DRUG TESTING	-	200	-		200	200	200
110	43000	261		REPAIR AND MAINTENANCEMOTOR V	1,342	6,800	1,609		6,800	6,800	6,800
110	43000	283		OUT-OF-TOWN EXPENSE	1,061	2,500	-		2,500	2,500	2,500
110	43000	287		MEALS AND ENTERTAINMENT	131	1,500	-		1,500	1,500	1,500
110	43000	293		RECORDING FEES		500	106		-	-	-
110	43000	302		PW SAFETY PROGRAM	466	2,500	245		2,500	2,500	2,500
110	43000	305		RECORDING FEES	0	600	-		600	600	600
110	43000	310		OFFICE SUPPLIES AND MATERIALS	2,769	3,500	1,633		3,500	3,500	3,500
110	43000	312		SMALL ITEMS OF EQUIPMENT	5,230	6,500	1,157		6,500	6,500	6,500
110	43000	320		OPERATING SUPPLIES	125	3,000	1,528		3,000	3,000	3,000
110	43000	326		CLOTHING AND UNIFORMS	2,799	3,500	1,444		3,500	3,500	3,500
110	43000	331		GAS, OIL, DIESEL FUEL,GREASE,	6,524	12,000	5,073		12,000	12,000	12,000
110	43000	334		TIRES, TUBES AND ETC.	1,392	2,500	1,324		2,500	2,500	2,500
110	43000	381		SHORT & OVER REIMBURSEMENT	2		-				
110	43000	510		INSURANCE	23,259	24,000	24,000		25,000	25,000	25,000
				Total Operatiing	61,278	94,900	48,235		95,900	95,400	95,400
110	43000	944		TRANSPORTATION EQUIPMENT		2026 Ford Explorer with Light Bar		Remove	47,000	0	0
110	43000	949		OTHER MACHINERY AND EQUIPMENT							
				Total Capital	-	-	-		47,000	-	-
				Grand Total	1,070,054	1,097,000	1,014,130		1,117,870	982,835	982,835

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 CITY PLANNER
Personnel 4

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	41710	CITY PLANNER								
110	41710	111	SALARIES - PERMANENT EMPLOYEES	453,386	466,226	437,197		354,755	354,755	354,755
110	41710	112	SALARIES -OVERTIME ATOVERTIME	994	1,670	367		1,774	1,774	1,774
110	41710	113	SALARIES - HOLIDAY PAY	-	334	-		355	355	355
110	41710	116	EMPLOYEE RECOGNITION	9,543	9,217	9,217		7,095	7,095	7,095
110	41710	119	LONGEVITY PAY	2,000	2,300	2,300		1,500	1,500	1,500
110	41710	141	OASI (EMPLOYER'S SHARE)	34,872	36,291	33,918		27,959	27,959	27,959
110	41710	142	EMPLOYEE BENEFITS	69,567	78,134	72,066		56,644	56,644	56,644
110	41710	143	RETIREMENT - CURRENT	50,815	58,017	53,234		47,987	47,987	47,987
110	41710	146	WORKMEN'S COMPENSATION	561	522	541		402	402	402
110	41710	147	UNEMPLOYMENT INSURANCE	147	320	320		256	256	256
			Personnel Requests			-				
			Add Deputy City Planner				Reduce 1/2 yr	129,205	64,602	64,602
			Total Personnel	621,886	653,031	609,160		627,932	563,329	563,329
110	41710	200	CONTRACTUAL SERVICES	18,742	20,000	19,850		20,000	20,000	20,000
110	41710	204	EMPLOYEE EDUCATION ANDTRAININ	2,359	7,600	966	Reduced	7,600	5,000	5,000
110	41710	220	PRINTING, DUPLICATING,TYPING,	2,991	4,000	-		4,000	4,000	4,000
110	41710	231	PUBLICATION OF FORMALAND LEGA	3,534	6,000	2,582		6,000	6,000	6,000
110	41710	235	MEMBERSHIPS, REGISTRATION FEES	740	1,500	86		1,500	1,500	1,500
110	41710	251	MEDICAL, DENTAL, VETERINARY, A	234	300	120		300	300	300
110	41710	255	DATA PROCESSING SERVICES	457	1,500	-		1,500	1,500	1,500
110	41710	261	REPAIR AND MAINTENANCEMOTOR V	0	2,500	-		2,500	2,500	2,500
110	41710	283	OUT-OF-TOWN EXPENSE	2,700	5,000	575		5,000	5,000	5,000
110	41710	287	MEALS AND ENTERTAINMENT	2,420	4,000	3,278		4,000	4,000	4,000
110	41710	310	OFFICE SUPPLIES AND MATERIALS	2,834	3,000	1,550		3,000	3,000	3,000
110	41710	320	OPERATING SUPPLIES	7,392	8,000	580		8,000	8,000	8,000
110	41710	326	CLOTHING AND UNIFORMS	435	1,500	178		1,500	1,500	1,500
110	41710	331	GAS, OIL, DIESEL FUEL,GREASE,	1,365	3,000	396		3,000	3,000	3,000
110	41710	334	TIRES, TUBES AND ETC.			-				
110	41710	381	SHORT & OVER REIMBURSEMENT	50		(50)				
110	41710	510	INSURANCE	4,415	4,500	4,500		4,800	4,800	4,800
						-				
			Total Operatiing	50,668	72,400	34,610		72,700	70,100	70,100
110	41710	944	TRANSPORTATION EQUIPMENT							
			Total Capital	-	-	-		0	-	-
			Grand Total	672,554	725,431	643,770		700,632	633,429	633,429

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 HIGHWAY AND STREET ADMINISTRATION

Personnel 16

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	43110	HIGHWAY AND STREET ADMINISTRATION								
110	43110	111	SALARIES - PERMANENT EMPLOYEES	1,390,511	1,247,922	1,207,579		1,272,152	1,272,152	1,272,152
110	43110	112	SALARIES -OVERTIME ATOVERTIME	6,259	17,137	6,473		18,154	18,154	18,154
110	43110	113	SALARIES - HOLIDAY PAY	428	2,127	2,566		2,133	2,133	2,133
110	43110	114	ON CALL PAY	13,000	13,200	13,200		13,200	13,200	13,200
110	43110	116	EMPLOYEE RECOGNITION	27,822	24,701	24,701		25,443	25,443	25,443
110	43110	119	LONGEVITY PAY	8,600	8,200	4,114		8,700	8,700	8,700
110	43110	141	OASI (EMPLOYER'S SHARE)	105,260	99,481	92,316		102,493	102,493	102,493
110	43110	142	EMPLOYEE BENEFITS	316,759	370,098	321,857		296,196	296,196	296,196
110	43110	143	RETIREMENT - CURRENT	158,634	159,040	151,443		175,913	175,913	175,913
110	43110	146	WORKMEN'S COMPENSATION	43,191	40,833	42,321		42,069	42,069	42,069
110	43110	147	UNEMPLOYMENT INSURANCE	532	1,024	1,024		1,024	1,024	1,024
			Personnel Request							
			Move emp from ROW Maintenance to ROW Operator due to CDL achievment					5,130	5,130	5,130
			Increase the top out pay rate for the following positions based on the averages from the pay rate study:				Remove	126,506		
			Director of Public Works $82.29 (average)							
			Traffic Engineer $60.46 (average)							
			Operations Manager $51.20 ($2.01 below average)							
			ROW Manager $51.20 ($5.80 above average)							
			Traffic Manager $51.20 ($3.59 below average)							
			Capital Project Inspector $42.48 (average)							
			Traffic Field Manager $42.48 ($3.90 below average)							
			ROW Foreman $42.48 ($0.62 above average)							
			Traffic Signal Technician $36.85 ($1.20 below average)							
			Sign Technician $36.85 (average)							
			ROW Operator $33.86 (average)							
			ROW Maintenance $31.43 (average)							
			Total Personnel	2,070,997	1,983,763	1,867,594		2,089,113	1,962,607	1,962,607

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 HIGHWAY AND STREET ADMINISTRATION

Personnel 16

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
110	43110	200	CONTRACTUAL SERVICES	227,238	350,000	350,000		280,000	280,000	280,000
						Sidewalk ADA repairs	150,000			
						Chip and Haul Brush	80,000			
						ROW Clearing	50,000			
110	43110	204	EMPLOYEE EDUCATION ANDTRAININ	15,800	25,000	9,051		25,000	25,000	25,000
110	43110	211	POSTAGE, BOX RENT, ETC.	0	400	300		400	400	400
110	43110	220	PRINTING, DUPLICATING,TYPING,	67	400	-		400	400	400
110	43110	231	PUBLICATION OF FORMALAND LEGA	1,535	500	2,131		1,000	1,000	1,000
110	43110	235	MEMBERSHIPS, REGISTRATION FEES	717	2,000	2,000		2,000	2,000	2,000
110	43110	242	WATER	736	1,000	206		500	500	500
110	43110	251	MEDICAL, DENTAL, VETERINARY, A	480	600	407		600	600	600
110	43110	255	DATA PROCESSING	1,980		-				
110	43110	261	REPAIR AND MAINTENANCEMOTOR V	7,210	25,000	7,782		25,000	25,000	25,000
110	43110	262	REPAIR AND MAINTENANCEOTHER M	33,964	50,000	45,661		50,000	50,000	50,000
110	43110	268	ENGINEERING	204,703	200,000	10,407		150,000	150,000	150,000
110	43110	272	PW EQUIPMENT	1,480		-				
110	43110	283	OUT-OF-TOWN EXPENSE	1,197	2,500	849		5,000	5,000	5,000
110	43110	287	MEALS AND ENTERTAINMENT	16	500	-		500	500	500
110	43110	302	PW SAFETY PROGRAM	1,456	4,000	1,829		4,000	4,000	4,000
110	43110	310	OFFICE SUPPLIES AND MATERIALS	458	500	561		600	600	600
110	43110	312	SMALL ITEMS OF EQUIPMENT	2,614	7,000	908		5,000	5,000	5,000
110	43110	314	SOFTWARE SUBSCRIPTIONS			2,448		2,500	2,500	2,500
110	43110	318	SALT	16,048	50,000	16,633		50,000	50,000	50,000
110	43110	320	OPERATING SUPPLIES	11,798	12,000	6,584		20,000	20,000	20,000
110	43110	326	CLOTHING AND UNIFORMS	5,954	7,000	7,000		10,000	10,000	10,000
110	43110	331	GAS, OIL, DIESEL FUEL,GREASE,	36,994	45,000	29,752		45,000	45,000	45,000
110	43110	334	TIRES, TUBES AND ETC.	8,325	15,000	15,000		15,000	15,000	15,000
110	43110	510	INSURANCE	35,792	40,000	40,000		43,000	43,000	43,000
110	43110	533	MACHINERY AND EQUIPMENT RENTAL	1,167	3,000	1,654		3,000	3,000	3,000
			Total Operatiing	617,727	841,400	551,164		738,500	738,500	738,500
110	43110	939	OTHER IMPROVEMENTS							
110	43110	940	MACHINERY AND EQUIPMENT	125,515	30,000	-		410,000	10,000	10,000
			New Snow plow and Salt spreader to replace HINO - Remove $400k				-			
						Snow Pusher	10,000			
			Expect to sell HINO for $15K. Planning to sell another piece of equipment for $125k.							
110	43110	944	TRANSPORTATION EQUIPMENT	111,870	-	-				
110	43110	951	COMPUTER SOFTWARE		10,000	-				
110	43110	999	TORNADO DEBRIS CLEANUP		300,000	300,000		50,000	50,000	50,000
			Total Capital	237,385	340,000	300,000		460,000	60,000	60,000
			Grand Total	2,926,109	3,165,163	2,718,759		3,287,613	2,761,107	2,761,107

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	CITY GARAGE							
			Personnel	2		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
	43170	CITY GARAGE									
110	43170	111		SALARIES - PERMANENT EMPLOYEES	163,366	166,591	166,591		172,935	172,935	172,935
110	43170	112		SALARIES -OVERTIME ATOVERTIME	9,105	1,152	5,697		8,647	8,647	8,647
110	43170	113		SALARIES - HOLIDAY PAY	695	165	745		173	173	173
110	43170	116		EMPLOYEE RECOGNITION	3,212	3,292	3,292		3,459	3,459	3,459
110	43170	119		LONGEVITY PAY		0	-		100	100	100
110	43170	141		OASI (EMPLOYER'S SHARE)	12,550	12,945	12,945		14,176	14,176	14,176
110	43170	142		EMPLOYEE BENEFITS	41,544	56,329	48,967		46,741	46,741	46,741
110	43170	143		RETIREMENT - CURRENT	20,063	20,696	20,696		24,332	24,332	24,332
110	43170	146		WORKMEN'S COMPENSATION	3,220	3,334	3,455		3,651	3,651	3,651
110	43170	147		UNEMPLOYMENT INSURANCE	56	128	128		128	128	128
				Personnel Requests:							
				Increase the top out pay rate for the following position based on the averages from the pay rate study:							
				Senior EVT Mechanic $42.48 ($0.36 below average)				Remove	3,098		
				Total Personnel	253,812	264,632	262,516		277,440	274,342	274,342
110	43170	204		EMPLOYEE EDUCATION ANDTRAININ	873	2,000	857		2,000	2,000	2,000
110	43170	235		MEMBERSHIPS, REGISTRATION FEES	0	250	250		250	250	250
110	43170	251		MEDICAL, DENTAL, VETERINARY, A	0	200	-		200	200	200
110	43170	261		REPAIR AND MAINTENANCEMOTOR V	483	2,000	278		2,000	2,000	2,000
110	43170	262		REPAIR AND MAINTENANCEOTHER M	1,880	8,000	242		8,000	8,000	8,000
110	43170	283		OUT-OF-TOWN EXPENSE	373	3,000	680		3,000	3,000	3,000
110	43170	287		MEALS AND ENTERTAINMENT	0	250	120		250	250	250
110	43170	302		PW SAFETY PROGRAM	843	1,000	171		1,000	1,000	1,000
110	43170	310		OFFICE SUPPLIES AND MATERIALS	185	750	-		500	500	500
110	43170	312		SMALL ITEMS OF EQUIPMENT	16,515	55,000	377		10,000	10,000	10,000
110	43170	320		OPERATING SUPPLIES	4,448	10,000	10,000		10,000	10,000	10,000
110	43170	326		CLOTHING AND UNIFORMS	4,266	6,500	5,329		6,500	6,500	6,500
110	43170	331		GAS, OIL, DIESEL FUEL,GREASE,	3,774	6,000	3,392		6,000	6,000	6,000
110	43170	334		TIRES, TUBES AND ETC.	0	1,000	1,000		1,000	1,000	1,000
110	43170	510		INSURANCE	9,921	10,000	10,000		11,000	11,000	11,000
				Total Operating	43,561	105,950	32,696		61,700	61,700	61,700
				Total Capital	-	-	-		-	-	-
				Grand Total	297,373	370,582	295,212		339,140	336,042	336,042

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	PUBLIC WORK BUILDINGS AND GROUNDS							
						Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
				Total Personnel	-	-			-	-	-
	41861	PW CLEMMONS ROAD GARAGE - 430 CLEMMONS RD									
110	41861	240		STORMWATER	-	1,900	590		1,500	1,500	1,500
110	41861	241		ELECTRIC	8,855	8,400	9,485		9,400	9,400	9,400
110	41861	242		WATER	5,056	6,000	6,561		6,000	6,000	6,000
110	41861	243		SEWER			2,760		3,000	3,000	3,000
110	41861	244		GAS	10,772	12,000	10,556		10,500	10,500	10,500
110	41861	266		REPAIR AND MAINTENANCEBUILDIN	27,804	25,000	25,000		20,000	20,000	20,000
110	41861	320		OPERATING SUPPLIES	444	-	60				
110	41861	510		INSURANCE	6,944	7,000	6,644		7,500	7,500	7,500
110	41861	920		BUILDINGS	1,950	165,000	30,000		-	-	-
110	41861	933		CONSTRUCTION	1,598,367	400,000	310,000		100,000	100,000	100,000
				Grand Total	1,660,192	625,300	401,656		157,900	157,900	157,900

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	TRAIN STATION AND QZ MAINTENANCE							
						Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
				Total Personnel	-	-			-	-	-
	43501	TRAIN STATION AND QZ MAINTENANCE									
110	43501	200		CONTRACTUAL SERVICES	17,224	27,300	25,583		47000	47,000	32,550
							QUIET ZONE	15,000			
							VETERANS WALL- NAMES	8,000			
							CHRISTMAS TREE-4 FT EXTENSION & INSTALL Reduced from $20k	5,550			
							RTA DUES	4,000			
110	43501	235		MEMBERSHIPS, REGISTRATION FEES							
110	43501	242		WATER	826	1,000	730		1000	1,000	1,000
110	43501	262		REPAIR AND MAINTENANCE OTHER M							
110	43501	320		OPERATING SUPPLIES	772.65	2,000	941		2000	2,000	2,000
				Total Operatiing	18,823	30,300	27,254		50,000	50,000	35,550
110	43501	939		OTHER IMPROVEMENTS	124,507	12,000					
				Total Capital	124,507	12,000	-		-	-	-
				Grand Total	143,330	42,300	27,254		50,000	50,000	35,550

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 CHARLIE DANIELS PARK

Personnel 21

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	44700	CHARLIE DANIELS PARK								
110	44700	111	SALARIES - PERMANENT EMPLOYEES	1,026,518	1,036,695	842,970		1,040,069	1,040,069	1,040,069
110	44700	112	SALARIES -OVERTIME ATOVERTIME	761.41	1,953	3,360		4,438	4,438	4,438
110	44700	113	SALARIES - HOLIDAY PAY	198	3,181	-		3,196	3,196	3,196
110	44700	116	EMPLOYEE RECOGNITION	19,815	20,535	20,535		20,801	20,801	20,801
110	44700	119	LONGEVITY PAY	3,800	6,200	3,429		4,800	4,800	4,800
110	44700	141	OASI (EMPLOYER'S SHARE)	76,945	80,983	63,699		82,108	82,108	82,108
110	44700	142	EMPLOYEE BENEFITS	241,906	289,247	251,283		218,395	218,395	218,395
110	44700	143	RETIREMENT - CURRENT	105,746	105,682	82,246		114,584	114,584	114,584
110	44700	146	WORKMEN'S COMPENSATION	18,189	16,583	17,187		16,366	16,366	16,366
110	44700	147	UNEMPLOYMENT INSURANCE	574	1,344	1,151		1,344	1,344	1,344
			Personnel Requests:							
			ONE P/T CLERK				Remove	28,726	-	-
			ONE F/T FACILITY MAINTENANCE				Remove	68,490	-	-
			Total Personnel	1,494,452	1,562,403	1,285,861		1,603,317	1,506,101	1,506,101
110	44700	200	CONTRACTUAL SERVICES	32,412	132,000	75,000		95,000	95,000	95,000
						CREEK EROSION STUDY	10,000			
						UPDATE MASTER PLAN	25,000			
110	44700	204	EMPLOYEE EDUCATION ANDTRAININ	330	2,000	1,140		2,000	2,000	2,000
110	44700	220	PRINTING, DUPLICATING,TYPING,			-				
110	44700	231	PUBLICATION OF FORMALAND LEGA	682	3,000	2,154		3,000	3,000	3,000
110	44700	235	MEMBERSHIPS, REGISTRATION FEES	400	3,000	874		3,000	3,000	3,000
110	44700	240	STORMWATER	7,136	7,000	7,000		7,000	7,000	7,000
110	44700	241	ELECTRIC	25,914	25,000	25,000		25,000	25,000	25,000
110	44700	242	WATER	8,128	10,000	10,000		10,000	10,000	10,000
110	44700	243	SEWER	5,118	6,000	6,507		6,000	6,000	6,000
110	44700	244	GAS	7,297	5,000	5,000		5,000	5,000	5,000
110	44700	245	TELEPHONE AND TELEGRAPH			-				
110	44700	249	OTHER UTILITY SERVICES	13,052	5,000	8,505		5,000	5,000	5,000
110	44700	251	MEDICAL, DENTAL, VETERINARY, A	750	250	564		250	250	250
110	44700	258	DRUG TESTING	-	300	-		300	300	300
110	44700	261	REPAIR AND MAINTENANCEMOTOR V	218	3,000	318		3,000	3,000	3,000
110	44700	262	REPAIR AND MAINTENANCEOTHER M			-				
110	44700	265	REPAIR AND MAINTENANCEGROUNDS	2,723	4,000	784		4,000	4,000	4,000
110	44700	266	REPAIR AND MAINTENANCEBUILDIN	11,899	10,000	6,764		10,000	10,000	10,000
110	44700	269	PLAYGROUND REPAIR & MAINTENANCE	7,887	15,000	5,716		15,000	15,000	15,000
110	44700	283	OUT-OF-TOWN EXPENSE	42	500	-		500	500	500
110	44700	287	MEALS AND ENTERTAINMENT	635	750	549		750	750	750
110	44700	308	ATHLETIC SUPPLIES	434	2,000	1,221		5,000	5,000	5,000
110	44700	310	OFFICE SUPPLIES AND MATERIALS	772	2,000	476		2,000	2,000	2,000
110	44700	312	SMALL ITEMS OF EQUIPMENT	3,493	7,000	1,430	Reduce	7,000	5,000	5,000
110	44700	316	2017 ECLIPSE PROMOTION			-				
110	44700	320	OPERATING SUPPLIES	4,246	12,000	1,468	Reduce	12,000	10,000	10,000

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	CHARLIE DANIELS PARK							
			Personnel	21		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	44700	321		FERTILIZER	-	1,500	-		1,500	1,500	1,500
110	44700	322		OSHA/CHEMICALS	-	2,000	-		2,000	2,000	2,000
110	44700	324		HOUSEHOLD AND JANITORIAL SUPPL	7,914	12,000	4,833	Reduce	12,000	9,000	9,000
110	44700	325		EVENT / RECREATION SUPPLIES	82,418	95,000	56,530		100,000	100,000	100,000
110	44700	326		CLOTHING AND UNIFORMS	5,392	10,000	7,142		10,000	10,000	10,000
110	44700	331		GAS, OIL, DIESEL FUEL,GREASE,	2,437		315				
110	44700	334		TIRES, TUBES AND ETC.			-				
110	44700	348		PARK FLAGS	-	1,000	937		1,000	1,000	1,000
110	44700	381		SHORT & OVER REIMBURSEMENT			-				
110	44700	390		SIGNS / BANNERS	2,421	3,000	39		3,000	3,000	3,000
110	44700	395		FARMERS MARKET OPERATIONS	324	500	-		500	500	500
110	44700	510		INSURANCE	21,357	20,000	20,000		21,500	21,500	21,500
110	44700	533		MACHINERY AND EQUIPMENT RENTAL			-				
				Total Operatiing	255,832	399,800	250,268		372,300	365,300	365,300
110	44700	910		LAND AND EASEMENTS							
110	44700	930		IMPROVEMENTS OTHER THAN BUILDI					100,000	100,000	100,000
							PLAYGROUND FENCE	100,000			
110	44700	937		PARKS AND RECREATION FACILITIE		30,000	-		270,000	270,000	270,000
						Planet Playground All Inclusive Expansion		50,000			
						NEW ROOF- COMMUNITY CENTER		220,000			
110	44700	939		OTHER IMPROVEMENTS		10,000	9,916				
110	44700	944		TRANSPORTATION EQUIPMENT		15,000	15,000				
				Total Capital	-	55,000	24,916		370,000	370,000	370,000
				Grand Total	1,750,284	2,017,203	1,561,045		2,345,617	2,241,401	2,241,401

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 MUNDY MEMORIAL PARK

Personnel 0

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS		Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	44720	MUNDY MEMORIAL PARK									
			Total Personnel	-	-				-	-	-
110	44720	200	CONTRACTUAL SERVICES	991	6,000	852			6,000	6,000	6,000
110	44720	241	ELECTRIC	6,300	5,000	5,000			5,000	5,000	5,000
110	44720	249	OTHER UTILITY SERVICES	6,891	3,500	4,618			3,500	3,500	3,500
110	44720	251	MEDICAL, DENTAL, VETERINARY, A	66		-					
110	44720	261	REPAIR AND MAINTENANCEMOTOR V	1,642	5,000	5,000			5,000	5,000	5,000
110	44720	262	REPAIR AND MAINTENANCEOTHER M	5,100	7,500	1,338			7,500	7,500	7,500
110	44720	265	REPAIR AND MAINTENANCEGROUNDS	153	3,000	1,483			3,000	3,000	3,000
110	44720	266	REPAIR AND MAINTENANCEBUILDIN	4,373	5,000	1,293			5,000	5,000	5,000
110	44720	270	GRASSCUTTING	3,161	7,500	1,551			7,500	7,500	7,500
110	44720	283	OUT-OF-TOWN EXPENSE	0	200	-			200	200	200
110	44720	287	MEALS AND ENTERTAINMENT	0	200	-			200	200	200
110	44720	308	ATHLETIC SUPPLIES	205	3,000	-			3,000	3,000	3,000
110	44720	310	OFFICE SUPPLIES AND MATERIALS	0	0	62			-	-	-
110	44720	312	SMALL ITEMS OF EQUIPMENT	306	5,000	324			5,000	5,000	5,000
110	44720	320	OPERATING SUPPLIES	2,464	5,000	530			5,000	5,000	5,000
110	44720	322	OSHA/CHEMICALS	0	500	69			500	500	500
110	44720	324	HOUSEHOLD AND JANITORIAL SUPPL	1,381	1,000	1,000			1,000	1,000	1,000
110	44720	331	GAS, OIL, DIESEL FUEL,GREASE,	24,814	32,000	20,047			32,000	32,000	32,000
110	44720	334	TIRES, TUBES AND ETC.	2,324	3,000	1,233			4,000	4,000	4,000
110	44720	348	PARK FLAGS	0	400	-			400	400	400
110	44720	510	INSURANCE	16,376	17,000	17,000			18,000	18,000	18,000
110	44720	533	MACHINERY AND EQUIPMENT RENTAL	0	2,000	-			2,000	2,000	2,000
						-					
						-					
			Total Operatiing	76,547	111,800	61,399			113,800	113,800	113,800
110	44720	939	OTHER IMPROVEMENTS						18,000	18,000	18,000
						FRENCH DRAIN		18,000			
110	44720	940	MACHINERY AND EQUIPMENT	25,071	65,000	65,000			70,000	70,000	70,000
						5 NEW MOWERS		70,000			
110	44720	941	GENERAL PURPOSE MACHINERY AND			-					
110	44720	944	TRANSPORTATION EQUIPMENT	13,049	48,000	48,000					
			Total Capital	38,120	113,000	113,000			88,000	88,000	88,000
			Grand Total	114,667	224,800	174,399			201,800	201,800	201,800

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Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

110 Satellite Parks

Personnel 0

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
110	44721	WILL SELLERS PARK S.E. SPRINGDALE PARK								
110	44721	242	WATER	707	500	500		500	500	500
110	44721	320	OPERATING SUPPLIES	242	2,000	233		2,000	2,000	2,000
110	44722	ROBINSON PARK MJRD PARK LAND								
110	44722	240	STORMWATER	661	700	567		700	700	700
110	44722	320	OPERATING SUPPLIES		2,000	-	Reduce	2,000	1,000	1,000
110	44725	JONES PARK CITYSIGNATURE PARK								
110	44725	320	OPERATING SUPPLIES	144	2,000	-	Reduce	2,000	1,000	1,000
110	44726	ETHAN PAGE PARK								
110	44726	320	OPERATING SUPPLIES	964	2,000	2,000	Reduce	2,000	1,000	1,000
110	44727	EAGLE PARK								
110	44727	240	STORMWATER	590	600	505		600	600	600
110	44727	242	WATER	755	500	500		500	500	500
110	44727	320	OPERATING SUPPLIES	378	2,000	-		2,000	2,000	2,000
110	44729	TOWN CENTER TRAIL								
110	44729	241	ELECTRIC	449		279				
110	44729	245	TELEPHONE	1,650		2,051				
110	44729	320	OPERATING SUPPLIES	2,158	2,000	701		2,000	2,000	2,000
110	44732	HAMILTON-DENSON PARK								
110	44732	200	CONTRACTUAL SERVICES			-				
110	44732	240	STORMWATER	590	600	600		600	600	600
110	44732	241	ELECTRIC	3,739	4,500	2,799		4,500	4,500	4,500
110	44732	242	WATER	9,600	10,000	4,263		10,000	10,000	10,000
110	44732	243	SEWER	277	500	258		500	500	500
110	44732	244	GAS	2,182	2,000	2,000		2,000	2,000	2,000
110	44732	320	OPERATING SUPPLIES	8,180	10,000	728		10,000	10,000	10,000

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			110	Satellite Parks							
			Personnel	0		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
110	44733	CITY GREENWAYS									
110	44733	265		REPAIR AND MAINTENANCE GROUNDS AND G	7,712	10,000	62		10,000	10,000	10,000
110	44734	SOUTH BARK PARK									
110	44734	240		STORMWATER	259	300	222		300	300	300
110	44735	AMAZON RESTROOM @ GB									
110	44735	240		STORMWATER		600	-	Remove	600		
110	44735	241		ELECTRIC		1,500	-	Remove	1,500		
110	44735	242		WATER		4,500	-	Remove	4,500		
110	44735	243		SEWER		500	-	Remove	500		
110	44735	320		OPERATING SUPPLIES	465	5,000	3,346	Remove	5,000		
110	44737	MJCC ANNEX (Old Daycare Bldg)									
110	44737	240		STORMWATER	-	400	-		400	400	400
110	44737	244		GAS	-		-				
110	44737	265		REPAIR AND MAINTENANCE GROUNDS AND G	-	1,000	355		1,000	1,000	1,000
110	44737	266		REPAIR AND MAINTENANCEBUILDIN	29,715	3,000	242		3,000	3,000	3,000
110	44737	310		OFFICE SUPPLIES AND MATERIALS	-	300	65		300	300	300
110	44737	320		OPERATING SUPPLIES	20,085	5,000	1,167		5,000	5,000	5,000
110	44737	324		HOUSEHOLD AND JANITORIAL SUPPL	389	1,000	-		1,000	1,000	1,000
110	44737	917		TODDLER YARD RENOVATION	28,329		-				
110	44737	939		OTHER IMPROVEMENTS	221,554		-				
110	44737	949		ACCESS CONTROL/CAMERAS/IT EQUIPMENT	89,810		-				
				Total Operatiing	431,584	75,000	23,443		75,000	59,900	59,900
				Total Capital	-	-	-		-	-	-
				Grand Total	431,584	75,000	23,443		75,000	59,900	59,900

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
121 State Stree Aid Fund

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	45,172 DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
121	33551		STATE GASOLINE AND MOTOR FUEL	1,415,045	1,597,833	1,494,584	$35.15	1,587,796	1,587,796	1,587,796
121	36100		INTEREST EARNINGS	14,240	10,000	11,510		14,000	14,000	14,000
121	36350		INSURANCE RECOVERIES	16,033	9,319	18,232		10,000	10,000	10,000
121	36515		SALE OF AUCTION ITEMS		-					
121	37810		OPERATING TRAN FROM GEN FUND	750,000	670,000	670,000		500,000	500,000	500,000
			Total Fund Revenue	2,195,317	2,287,152	2,194,326		2,111,796	2,111,796	2,111,796
				OK	OK					
				2,195,317	2,287,152					
			Total Personnel		-	-		-	-	-
121	43100	247	STREET LIGHTING (ELECTRIC AND MAINTENANCE)	103,602	100,000	100,000		120,000	120,000	120,000
121	43100	264	REPAIR AND MAINT TRAFFIC LIGHT	210,789	229,319	229,319		250,000	250,000	250,000
121	43100	268	ROAD RESURFACING	1,501,749	1,700,000	1,700,000		1,500,000	1,500,000	1,500,000
121	43100	320	OPERATING SUPPLIES	-		-				
121	43100	335	PAINTING OR PLUMBING SUPPLIES	108,552	70,000	71,135		100,000	100,000	100,000
121	43100	339	SUNDRY REPAIR AND MAINTENANCE	40,211	60,000	58,101		60,000	60,000	60,000
121	43100	340	OTHER REPAIR AND MAINTENANCE S	586		-				
121	43100	342	SIGN PARTS AND SUPPLIES	51,416	55,000	55,000		75,000	75,000	75,000
121	43100	356	SPEED PREVENTION	-	5,000	-		5,000	5,000	5,000
			Total Operatiing	2,016,905	2,219,319	2,213,555		2,110,000	2,110,000	2,110,000
			Total Capital	-	-	-		-	-	-
			Grand Total	2,016,905	2,219,319	2,213,555		2,110,000	2,110,000	2,110,000

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
123 Drug Fund Exp

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
123	35115		RESTITUTION							
123	35140		DRUG RELATED FINES	83,396	80,000	54,806		55,000	55,000	55,000
123	35141		D.O.J. EQUITABLE SHARING FINES	174,346	50,000	50,000		50,000	50,000	50,000
123	36100		INTEREST EARNINGS	21,980	20,000	20,000		20,000	20,000	20,000
123	36350		INSURANCE RECOVERIES		15,000	-		-	-	-
			Total Fund Revenue	279,721	165,000	124,806		125,000	125,000	125,000
				OK	OK					
				279,721	165,000					
			Total Personnel		-	-		-	-	-
123	42129	200	CONTRACTUAL SERVICES	5,335	-					
123	42129	204	EMPLOYEE EDUCATION ANDTRAININ	-	3,000	3,000		3,000	3,000	3,000
123	42129	283	OUT-OF-TOWN EXPENSE	589	5,000	-		6,000	6,000	6,000
123	42129	287	MEALS AND ENTERTAINMENT	272	2,000	-				
123	42129	320	OPERATING SUPPLIES	60,467	20,000	-				
123	42129	742	SPECIAL INVESTIGATIVE FUNDS	6,590	20,000	3,129		20,000	20,000	20,000
			Total Operatiing	73,253	50,000	6,129		29,000	29,000	29,000
123	42129	918	VEHICLE EQUIPMENT							
123	42129	944	TRANSPORTATION EQUIPMENT				Added		475,000	375,000
			Armored Vehicle Tactical Rescue Vehicle Replacement w/ LRAD - moved $475k from PD				375,000			
						Reduce by $100k				
123	42129	945	COMMUNICATION EQUIPMENT							
123	42129	948	COMPUTER EQUIPMENT							
123	42129	949	OTHER MACHINERY AND EQUIPMENT	132,947	208,000	-		41,000	41,000	41,000
			Ground-Based Surveillance Systems (2)				26,000			
			New Patrol K9				15,000			
			Total Capital	132,947	208,000	-		41,000	516,000	416,000
			Grand Total	206,200	258,000	6,129		70,000	545,000	445,000

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

124 Debt Service Fund

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
124	31931		IMPACT FEES	568,957	350,000	800,743		750,000	750,000	750,000
124	36100		INTEREST EARNINGS	10,963	8,000	16,230		15,000	15,000	15,000
124	37810		OPERATING TRAN FROM GEN FUND	3,640,000	3,635,723	3,635,723		2,697,747	2,697,747	2,697,747
			Total Fund Revenue	4,219,920	3,993,723	4,452,696		3,462,747	3,462,747	3,462,747
				OK	OK					
				4,219,920	3,993,723					
			Total Personnel		-	-		-	-	-
124	DEBTSERVICE FUND									
124	49115	2019 GO REFUNDING & FH BORROWING								
124	49115	630	INTEREST	97,000	49,500	49,500		-	-	-
124	49115	900	PRINCIPAL	950,000	990,000	990,000		-	-	-
124	49116	2020 GO REFUNDING 2016 BONDS								
124	49116	630	INTEREST	163,405	156,805	156,805		149,805	149,805	149,805
124	49116	900	PRINCIPAL	165,000	175,000	175,000		780,000	780,000	780,000
124	49117	2024 GO BONDS PD & FH								
124	49117	630	INTEREST	1,506,083	1,535,000	1,535,000		1,477,500	1,477,500	1,477,500
124	49117	900	PRINCIPAL	1,100,000	1,150,000	1,150,000		1,670,000	1,670,000	1,670,000
			Total Operatiing	3,981,488	4,056,305	4,056,305		4,077,305	4,077,305	4,077,305
			Total Capital	-	-	-		-	-	-
			Grand Total	3,981,488	4,056,305	4,056,305		4,077,305	4,077,305	4,077,305

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
300 Capital Projects Fund

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
300	33120		DONATION-GOLDEN BEAR/BECKWITH LIGHTING	2,420						
300	33123		CONTRIBUTION - EAST DIVISION (BECKWITH)		-	930,000		-	-	-
300	33431		TDOT SIA UNDER ARMOUR GRANT	230,641	-	2,919		-	-	-
300	33439		SS4A - SAFETY ACTION PLAN	79,176	-			200,000	200,000	200,000
300	33444		S. GREENHILL RR CROSSING SIGNAL	627,649	-			-	-	-
300	33474		LEBANON RD SIDEWALKS PH 3	4,437	1,625,624			1,625,624	1,625,624	1,625,624
300	33479		MT. JULIET ROAD ADA UPGRADES, PHASE II	24,180	584,926			1,066,112	1,066,112	1,066,112
300	33483		TOWN CENTER TRAIL, PH III	73,774	2,110,336	62,267		2,000,000	2,000,000	2,000,000
300	33484		LEBANON ROAD SIDEWALKS PHASE II					-	-	-
300	33485		ITS INTELLIGENT SIGNAL GRANT	566,540	3,200,000	1,207,307		900,000	900,000	900,000
300	33486		ITS INTELLIGENT SIGNAL GRANT PH III	73,058	2,115,900	16,797		2,064,261	2,064,261	2,064,261
300	33487		SAFE STREETS FOR ALL (SS4A)	186,938		94,178				
300	33491		SIDEWALK CONSTRUCTION GRANT (BELINDA PKY)			15,000				
300	33492		CEDARCREEK GREENWAY GRANT PH I	6,995						
300	33493		CEDARCREEK GREENWAY GRANT PH II		1,015,720			1,015,720	1,015,720	1,015,720
300			SE SPRINGDALE SIDEWALK CONNECTION					15,000	15,000	15,000
300			SS4A IMPLEMENTATION PROJECT					5,128,320	5,128,320	5,128,320
300	34709		HIGH MAST LIGHTING PROJECT	10,360						
300	34710		INTERSTATE LIGHTING			8,140				
300	35716		DEVELOPER DONATIONS	100,000	525,000	1,430,000		200,000	200,000	200,000
300	36100		INTEREST EARNINGS	1,407,912	500,000	360,887				
300	36910		PREMIUM ON SALE OF BONDS							
300	36920		SALE OF BONDS		14,000,000			8,150,000	8,150,000	8,150,000
300	36930		SALE OF NOTES		5,000,000					
300	37810		OPERATING TRAN FROM GEN FUND	9,850,000	14,713,016	12,000,000		4,083,974	4,083,974	4,083,974
300	37815		TRANSFER FM GF - SPORTS BETTING REVENUE	15,087						
			Total Fund Revenue	13,259,166	45,390,522	16,127,495		26,449,011	26,449,011	26,449,011
				OK	OK					
	Total Est Revenue & Other Sources			13,259,166	45,390,522					

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Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
300 Capital Projects Fund

Fund	Function	Object		Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
				Total Personnel	-		-				
300	42100	NEW POLICE HEADQUARTERS									
300	42100	268		ENGINEERING	275,039	50,000	58,264				
300	42100	612		BOND SALE EXPENSES			-				
300	42100	966		CONSTRUCTION	22,713,238	7,000,000	6,867,651				
							-				
300	42200	FIRE STATION 3					-				
300	42200	268		ENGINEERING	338,273	50,000	100,000				
300	42200	966		CONSTRUCTION	3,807,601	8,500,000	7,800,000				
300	43120	MAJOR ROAD PROJECTS					-				
300	43120	989	0	LEGAL EXPENSE	4,144	15,000	257		15,000	15,000	15,000
							-				
300	43125	SOUTH GREENHILL ROUNDABOUT					-				
300	43125	966	0	CONSTRUCTION	5,033		-				
							-				
300	43127	UNDER ARMOUR SIA					-				
300	43127	967		CONSTRUCTION FUNDED BY GRANTS	469,803		-				
							-				
300	43128	SMJR WIDENING GRAVES TO CENTRAL PK					-				
300	43128	268	0	ENGINEERING	72,285	500,000	12,836		250,000	250,000	250,000
300	43128	910	0	EASEMENTS & LAND			-				
300	43128	966	0	CONSTRUCTION			-				
							-				
300	43130	CENTRAL PK INTERCHANGE					-				
300	43130	910	0	EASEMENTS & LAND	813,907	5,000,000	75,000		2,000,000	2,000,000	2,000,000
300	43130	966	0	CONSTRUCTION			225,000				
							-				
300	43132	GOLDEN BEAR/BECKWITH INTERCHANGE HIGH MAST LIGHTING					-				
300	43132	268		ENGINEERING			-				
300	43132	966		CONSTRUCTION		1,500,000	36,616		200,000	200,000	200,000
							-				
300	43133	PARK GLEN TRAILHEAD AT CEDAR CREEK GREENWAY					-				
300	43133	966		CONSTRUCTION	168,090		-				

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
300 Capital Projects Fund

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
						-				
300	43134	PLEASANT GROVE RD.				-				
300	43134	268	ENGINEERING	261,634	500,000	202,806		300,000	300,000	300,000
300	43134	910	EASEMENTS & LAND					200,000	200,000	200,000
						-				
300	43137	SS4A - SAFETY ACTION PLAN				-				
300	43137	269	ENGINEERING FUNDED BY GRANTS	332,643		21,611				
						-				
300	43142	TOWN CENTER TRAIL, PHASE III				-				
300	43142	268	ENGINEERING	1,524	10,000	1,301				
300	43142	269	ENGINEERING FUNDED BY GRANTS	101,161	20,000	20,000				
300	43142	910	EASEMENTS & LAND	673	0	-				
300	43142	911	LAND FUNDED BY GRANTS	-		-				
300	43142	966	CONSTRUCTION	-	522,584	-		525,000	525,000	525,000
300	43142	967	CONSTRUCTION FUNDED BY GRANTS		2,090,336	42,267		2,000,000	2,000,000	2,000,000
300	43143	TOWN CENTER TRAIL, PHASE 4 (TRAIN STATION TO CLEMMONS ROAD)								
300	43143	910	EASEMENTS & LAND	21,765	50,000	-				
300	43143	966	CONSTRUCTION		525,000	46,789		200,000	200,000	200,000
300	43152	MT. JULIET ROAD ADA UPGRADES, PHASE II								
300	43152	268	ENGINEERING	203	10,200	195		10,000	10,000	10,000
300	43152	269	ENGINEERING FUNDED BY GRANTS	30,225	16,000	10,800		-	-	-
300	43152	911	LAND FUNDED BY GRANTS	-		-		-	-	-
300	43152	966	CONSTRUCTION	-	142,232	-		316,528	316,528	316,528
300	43152	967	CONSTRUCTION FUNDED BY GRANTS	-	568,926	-		1,066,112	1,066,112	1,066,112
						-				
300	43166	ITS & SIGNAL IMPROVEMENTS, PHASE III				-				
300	43166	268	ENGINEERING	-	25,729	-		-	-	-
300	43166	269	ENGINEERING FUNDED BY GRANTS	78,086	30,000	16,797		-	-	-
300	43166	911	LAND FUNDED BY GRANTS	-		-		-	-	-
300	43166	966	CONSTRUCTION	-	78,000	-		100,000	100,000	100,000
300	43166	967	CONSTRUCTION FUNDED BY GRANTS		2,085,900	-		2,064,261	2,064,261	2,064,261
						-				
300	43171	GBG WIDENING CC TO LEBANON RD				-				
300	43171	268	0 ENGINEERING	169,913	300,000	28,626		150,000	150,000	150,000
300	43171	910	0 EASEMENTS & LAND	538,132	2,000,000	-		500,000	500,000	500,000
300	43171	966	0 CONSTRUCTION			-				
						-				

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
300 Capital Projects Fund

Fund	Function	Object		Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
300	43173	OLDR IMPROVEMENTS PHASE I					-				
300	43173	268	0	ENGINEERING	400,749	600,000	50,000		150,000	150,000	150,000
300	43173	910	0	EASEMENTS & LAND	694,184	100,000	200,364		-	-	-
300	43173	966	0	CONSTRUCTION		5,000,000	14,323		8,000,000	8,000,000	8,000,000
							-				
300	43174	MJRD RAILROAD XING IMPROVEMENTS					-				
300	43174	966		CONSTRUCTION		200,000	195,973		-	-	-
							-				
300	43175	OLDR IMPROVEMENTS, PHASE II					-				
300	43175	268		ENGINEERING		200,000	-				
							-				
300	43179	TRAFFIC SIGNAL E. DIVISION STREET AT GBG RAMP					-				
300	43179	966		CONSTRUCTION	82,735		-		-	-	-
							-				
300	43182	S. GREENHILL RR CROSSING SIGNAL					-				
300	43182	967		CONSTRUCTION FUNDED BY GRANTS	628,754		-				
							-				
300	43183	LEBANON RD SIDEWALKS PH 3					-				
300	43183	268	0	ENGINEERING	1,250		-		-	-	-
300	43183	269	0	ENGINEERING FUNDED BYGRANTS	6,085		-		-	-	-
300	43183	966	0	CONSTRUCTION	21	85,559	-		85,559	85,559	85,559
300	43183	967	0	CONST FUNDED BY GRANTS		1,625,624	-		1,625,624	1,625,624	1,625,624
							-				
300	43185	ITS (INTELLIGENT SIGNAL SYSTEM) PH 2					-				
300	43185	269		ENGINEERING FUNDED BYGRANTS	34,222	200,000	22,055		100,000	100,000	100,000
300	43185	966		CONSTRUCTION	112,372	400,000	23,725		100,000	100,000	100,000
300	43185	967		CONST FUNDED BY GRANTS	526,863	3,000,000	1,185,252		800,000	800,000	800,000
							-				
300	43186	E. DIVISION STREET IMPROVMENTS (AMAZON)					-				
300	43186	268		ENGINEERING	75,970	500,000	67,309		250,000	250,000	250,000
300	43186	910		EASEMENTS & LAND	-	600,000	500,000				
							-				
300	43189	CURD ROAD SIGNAL AT MT. JULIET ROAD					-				
300	43189	910		EASEMENTS & LAND	1,288		-				
300	43189	966		CONSTRUCTION	56,031	1,000,000	50,000		600,000	600,000	600,000
							-				

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
300 Capital Projects Fund

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
300	43192	BECKWITH ROAD WIDENING				-				
300	43192	268	ENGINEERING	190,329	300,000	60,072		250,000	250,000	250,000
300	43192	910	EASEMENTS & LAND	47,403	800,000	-		1,000,000	1,000,000	1,000,000
300	43192	966	CONSTRUCTION	-	1,500,000	-		1,000,000	1,000,000	1,000,000
						-				
300	43911	CENTRAL PK IMPORVEMENTS				-				
300	43911	268	0 ENGINEERING	128,262	500,000	129,798		250,000	250,000	250,000
300	43911	910	EASEMENTS & LAND					500,000	500,000	500,000
						-				
300	43924	CEDAR CREEK GREENWAY PHASE II				-				
300	43924	268	ENGINEERING	44,550	210,000	81,605		110,000	110,000	110,000
300	43924	910	EASEMENTS & LAND		300,000	-		400,000	400,000	400,000
300	43924	966	CONSTRUCTION		254,000	-		254,000	254,000	254,000
300	43924	967	CONST FUNDED BY GRANTS		1,015,720	-		1,015,720	1,015,720	1,015,720
						-				
300	44421	RECREATION / AQUATIC CENTER				-				
300	44421	268	ENGINEERING		100,000	-				
300	44421	966	CONSTRUCTION		13,900,000	-				
						-				
300	[redacted]	SPRING VALLEY DRIVE EXTENSION					New Project			
300	[redacted]	268	ENGINEERING					150,000	150,000	150,000
300	[redacted]	966	CONSTRUCTION					500,000	500,000	500,000
300	[redacted]	SE SPRINGDALE SIDEWALK CONNECTION					New Project			
300	[redacted]	966	CONSTRUCTION					10,000	10,000	10,000
300	[redacted]	967	CONSTRUCTION FUNDED BY GRANTS					15,000	15,000	15,000
300	[redacted]	SS4A IMPLEMENTATION PROJECT					New Project			
300	[redacted]	268	ENGINEERING					491,320	491,320	491,320
300	[redacted]	269	ENGINEERING FUNDED BY GRANTS					1,965,280	1,965,280	1,965,280
300	[redacted]	966	CONSTRUCTION					790,760	790,760	790,760
300	[redacted]	967	CONSTRUCTION FUNDED BY GRANTS					3,163,040	3,163,040	3,163,040
300	[redacted]	BELINDA PKWY PEDESTRIAN SIGNAL CROSSING					New Project			
300	[redacted]	268	ENGINEERING					30,000	30,000	30,000
300	[redacted]	966	CONSTRUCTION					150,000	150,000	150,000
			Total Operatiing	33,234,315	63,980,810	18,147,291		33,653,204	33,653,204	33,653,204
			Total Capital	-	-	-		-	-	-
			Grand Total	33,234,315	63,980,810	18,147,291		33,653,204	33,653,204	33,653,204

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			150	Employee Benefits Fund							
			Personnel			Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
150	MEDICAL CLAIMS FUND										
150	36100			INTEREST EARNINGS	34,762	-	31,707		35,000	35,000	35,000
150	36355			PROVIDER REBATES	172,180	-	220,243				
150	36375			STOP LOSS / AGGREGATE REBATES			347,006				
150	38101			INSURANCE ACCT - CITYMANAGER	87,491	49,666	42,571		66,705	76,767	76,767
150	38102			INSURANCE ACCT - FINANCE	56,326	71,511	61,295		63,036	63,036	63,036
150	38103			INSURANCE ACCT - CITY ATTORNEY	8,741	21,660	18,566		19,820	19,820	19,820
150	38104			INSURANCE ACCT - PLANNING	67,714	78,134	66,972		56,644	56,644	56,644
150	38105			INSURANCE ACCT - ANIMAL CONTRO	38,484	56,473	48,405		46,885	46,885	46,885
150	38106			INSURANCE ACCT - GIS	29,364	38,843	33,294		33,129	33,129	33,129
150	38107			INSURANCE ACCT - I.T.	55,799	70,879	60,753		62,405	62,405	62,405
150	38108			INSURANCE ACCT - POLICE	1,330,872	1,747,915	1,498,213		1,557,870	1,557,870	1,557,870
150	38109			INSURANCE ACCT - BUILDING CODES	193,386	179,853	154,160		149,981	149,981	149,981
150	38110			INSURANCE ACCT - HWYS& STREET	311,365	370,098	317,227		296,196	296,196	296,196
150	38111			INSURANCE ACCT - GARAGE	40,872	56,329	48,282		46,741	46,741	46,741
150	38112			INSURANCE ACCT - MJCC	237,967	289,247	247,926		218,395	218,395	218,395
150	38113			INSURANCE ACCT - PERSONNEL ADMINISTRATION	20,460	95,173	81,577		79,870	79,870	79,870
150	38114			INSURANCE ACCT - ECONOMIC DEVLPMT	159,852	190,504	163,289		160,086	150,024	150,024
150	38115			INSURANCE ACCT - RETIREES	25,758	71,656	61,419		53,423	53,423	53,423
150	38116			INSURANCE ACCT - COBRA	18,114		-				
150	38119			INSURANCE ACCT - FIRE	1,076,997	1,547,644	1,326,569		1,348,137	1,348,137	1,348,137
150	38201			INSURANCE ACCT - SEWERCOLLECT	302,742	416,908	357,350		354,972	354,972	354,972
150	38202			INSURANCE ACCT - SEWERACCOUNT	17,835	21,357	18,306		19,517	19,517	19,517
150	38301			INSURANCE ACCT - STORMWATER	139,157	295,305	253,119		235,168	235,168	235,168
150	38900			PARTICIPANT CONTRIBUTIONS	999,468	1,144,729	1,115,957		1,031,741	1,031,741	1,031,741
				Total Fund Revenue	5,425,708	6,813,884	6,574,205		5,935,721	5,935,721	5,935,721
					OK	OK					
Total	Est		Revenue & Other Sources		5,425,708	6,813,884					
							-				
				Total Personnel		-	-		0	-	-

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
150 Employee Benefits Fund
Personnel

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
	44900	EDUCATION								
150	44900	600	MEDICAL BENEFITS							
	49900	MEDICAL CLAIMS								
150	49900	600	MEDICAL BENEFITS	-	6,629,788	-		6,343,459	6,343,459	6,343,459
150	49900	650	COBRA	15,190						
150	49900	651	CITY MANAGER	95,616		73,019				
150	49900	652	FINANCE	107,021		216,772				
150	49900	653	CITY ATTORNEY	4,282		4,741				
150	49900	654	PLANNING	29,081		20,812				
150	49900	655	ANIMAL CONTROL	31,137		58,908				
150	49900	656	GIS	34,261		49,662				
150	49900	657	IT	85,883		78,174				
150	49900	658	POLICE	2,052,735		2,284,617				
150	49900	659	CODES	241,089		499,034				
150	49900	660	HIGHWAY & STREETS	212,728		236,941				
150	49900	661	GARAGE	64,515		29,609				
150	49900	662	MJCC	253,132		288,500				
150	49900	663	PERSONNEL ADMINISTRATION	8,004		173,838				
150	49900	664	CITY BEAUTIFUL	207,758		106,869				
150	49900	665	RETIREES	35,094		30,134				
150	49900	667	SEWER	294,933		249,811				
150	49900	668	SEWER OFFICE	37,025		18,507				
150	49900	669	STORMWATER	234,853		184,602				
150	49900	671	FIRE DEPARTMENT	1,526,541		1,594,726				
150	49900	672	LEGISLATION			-				
			Total Operating	5,570,879	6,629,788	6,199,275		6,343,459	6,343,459	6,343,459
			Total Capital	-	-	-		-	-	-
			Grand Total	5,570,879	6,629,788	6,199,275		6,343,459	6,343,459	6,343,459
				OK	OK					
	MEDICAL CLAIMS			5,570,879	6,629,788					

				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			416	Storm Water							
		Personnel		13		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
416	32610			SW INSPECTIONS	381,867	420,000	352,203		400,000	400,000	400,000
416	32650			LAND DISTURBANCE	49,820	30,000	22,757		30,000	30,000	30,000
416	32670			COMMERCIAL PLANS REVIEW	16,213	30,000	30,000		20,000	20,000	20,000
416	32730			SW PLAN REVIEW	68,550	75,000	45,150		75,000	75,000	75,000
416	36100			INTEREST EARNINGS	159,843	100,000	99,198		100,000	100,000	100,000
416	36451			STORMWATER VIOLATIONS	1,500	1,000	1,714		1,500	1,500	1,500
416	36500			SALE OF MATERIALS ANDSUPPLIES			-				
416	36950			BAD DEBTS COLLECTIONS	20		-				
416	36980			MISC REVENUE			-				
416	37210			STORMWATER SERVICE CHARGES	2,341,605	2,350,000	2,492,548		2,500,000	2,500,000	2,500,000
416	37291			FORFEITED DISCOUNTS AND PENALTIES	26,301	25,000	26,682		25,000	25,000	25,000
				Total Fund Revenue	3,045,719	3,031,000	3,070,252		3,151,500	3,151,500	3,151,500
					OK	OK					
					3,045,719	3,031,000					
416	43150	111		SALARIES - PERMANENT EMPLOYEES	596,920.81	899,954	898,045		978,006	978,006	978,006
416	43150	112		SALARIES -OVERTIME ATOVERTIME	1,023	18,782	4,627		4,723	4,723	4,723
416	43150	113		SALARIES - HOLIDAY PAY	241	3,044	-		3,277	3,277	3,277
416	43150	116		EMPLOYEE RECOGNITION	11,629.28	17,999	17,999		19,560	19,560	19,560
416	43150	119		LONGEVITY PAY	2,500.00	3,100	2,743		4,100	4,100	4,100
416	43150	121		LEAVE PAYABLE	5,422.97		-				
416	43150	141		OASI (EMPLOYER'S SHARE)	43,868.60	72,130	67,606		77,239	77,239	77,239
416	43150	142		EMPLOYEE BENEFITS	141,299.47	295,305	256,030		235,168	235,168	235,168
416	43150	143		RETIREMENT - CURRENT	69,331.42	115,314	114,256		132,569	132,569	132,569
416	43150	146		WORKMEN'S COMPENSATION	17,354.00	23,777	24,642		25,836	25,836	25,836
416	43150	147		UNEMPLOYMENT INSURANCE	256.06	832	832		832	832	832
							-				
				Personnel Requests			-				
				Increase Rates by 6%			Reduced to 3%		69,406	34,703	34,703
				Storm Water Coordinator – fund this position at mid budget				Remove	44,699		
				for the purpose of having a training position							
				Total Personnel	889,846	1,450,237	1,386,780		1,595,415	1,516,013	1,516,013

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

416 Storm Water

Personnel 13

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
416	43150	200	CONTRACTUAL SERVICES	81,837	25,000	25,043		27,000	27,000	27,000
416	43150	204	EMPLOYEE EDUCATION ANDTRAININ	2,014	5,000	1,971		3,000	3,000	3,000
416	43150	211	POSTAGE, BOX RENT, ETC	2,260	2,000	2,000		2,000	2,000	2,000
416	43150	220	PRINTING, DUPLICATING,TYPING,	479	1,000	388		500	500	500
416	43150	231	PUBLICATION OF FORMALAND LEGA	715	500	86		500	500	500
416	43150	235	MEMBERSHIPS, REGISTRATION FEES	8,465	11,500	7,517		10,000	10,000	10,000
416	43150	241	ELECTRIC		2,000	-				
416	43150	242	WATER		2,000	-				
416	43150	243	SEWER		500	-				
416	43150	244	GAS		4,000	-				
416	43150	250	PROFESSIONAL SERVICES	-	35,000	-				
416	43150	251	MEDICAL, DENTAL, VETERINARY, A	316	500	67		500	500	500
416	43150	255	DATA PROCESSING SERVICES	-	5,000	-				
416	43150	258	DRUG TESTING		100	-		100	100	100
416	43150	261	REPAIR AND MAINTENANCE MOTOR VEHICLES	4,179	15,000	5,091	Reduced	18,000	15,000	15,000
416	43150	266	REPAIR AND MAINTENANCE BUILDING		1,500	-				
416	43150	283	OUT-OF-TOWN EXPENSE	2,069	2,500	1,745		2,600	2,600	2,600
416	43150	287	MEALS AND ENTERTAINMENT	-	800	-		950	950	950
416	43150	288	PUBLIC AWARENESS ADVERTISING	6,524	8,200	1,697		3,000	3,000	3,000
416	43150	302	PW SAFETY PROGRAM	348	1,200	-		2,000	2,000	2,000
416	43150	310	OFFICE SUPPLIES AND MATERIALS	1,290	2,200	1,580		2,000	2,000	2,000
416	43150	312	SMALL ITEMS OF EQUIPMENT	3,216	5,000	-		5,000	5,000	5,000
416	43150	320	OPERATING SUPPLIES	29,061	45,000	42,881		45,000	45,000	45,000
416	43150	326	CLOTHING AND UNIFORMS	1,933	5,000	3,480		5,000	5,000	5,000
416	43150	331	GAS, OIL, DIESEL FUEL,GREASE,	7,092	25,000	7,126		25,000	25,000	25,000
416	43150	334	TIRES, TUBES AND ETC.	636	6,500	571	Reduced	6,500	5,000	5,000
416	43150	346	STORMWATER MAINTENANCE	-	-	-				
416	43150	381	SHORT & OVER REIMBURSEMENT	(1)		43				
416	43150	510	INSURANCE	16,511	25,000	25,000		27,000	27,000	27,000
416	43150	690	BAD DEBT EXPENSE	-						
			Total Operatiing	168,944	237,000	126,288		185,650	181,150	181,150

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

416 Storm Water

Personnel 13

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
416	43150	939	OTHER IMPROVEMENTS	107,413	200,000	200,000				
416	43150	940	MACHINERY AND EQUIPMENT					179,000	179,000	179,000
			Closed Cab 4x4 side-by-side with attachments for sweeping and ditch attachments for xcavator				119,000			
			KCI Stormwater Gauges for 24/7 stream monitoring X 4				60,000			
416	43150	942	CONSTRUCTION & MAINTENANCE MACHINERY & EQUIP		573,469	455,441				
416	43150	944	TRANSPORTATION EQUIPMENT	497,947		-	Reduced	38,379	30,000	30,000
			4x4 Ford Ranger Truck - Remove				38,379			
			Transfer truck from GF to Stormwater				30,000			
416	43153	WESTON DRIVE CULVERT REPLACEMENT				-				
416	43153	268	ENGINEERING	16,990	25,000	25,000		40,000	40,000	40,000
416	43153	966	CONSTRUCTION	-	250,000	48,703		1,250,000	1,250,000	1,250,000
						-				
416	43154	CLEARVIEW DRIVE CULVERT REPLACEMENT				-				
416	43154	268	ENGINEERING	16,990	25,000	25,000				
416	43154	966	CONSTRUCTUION	-	250,000	2,000				
						-				
416	43156	BELINDA CITY CULVERT REPLACEMENT				-				
416	43156	268	ENGINEERING	24,990	150,000	150,000		40,000	40,000	40,000
416	43156	966	CONSTRUCTION		850,000	7,500		975,000	975,000	975,000
						-				
416	43157	121 SE SPRINGDALE DRAIANGE (MERGED WITH SUNNYMEADE/S RUTLAND)				-				
416	43157	268	ENGINEERING		25,000	25,000				
416	43157	966	CONSTRUCTION		250,000	-				
						-				
416	43158	SUNNYMEADE & S RUTLAND				-				
416	43158	268	ENGINEERING		25,000	25,000		300,000	300,000	300,000
416	43158	966	CONSTRUCTION		250,000	-	Removed	500,000	500,000	0
						-				
416	43159	OLD LEBANON DIRT ROAD WIDENING (STORMWATER)				-				
416	43159	966	CONSTRUCTION		250,000	-		1,200,000	1,200,000	1,200,000
416		STORMWATER ASSESSMENT AND INVENTORY								
416		268	ENGINEERING					1,200,000	1,200,000	1,200,000
416		WEST DIVISION DRAINAGE								
416		268	ENGINEERING					300,000	300,000	300,000
			Total Capital	664,330	3,123,469	963,645		6,022,379	6,014,000	5,514,000
			Grand Total	1,723,120	4,810,706	2,476,712		7,803,444	7,711,163	7,211,163

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				Statement Of Proposed Operations							
				For the Fiscal Year Ending JUNE 30, 2027							
			412	Sewer Fund							
				Revenue		Amended	Projected		Department	City	City
					Actual	Budget	Current Year	DETAILS	Requests	Manager	Commission
					2024-2025	2025-2026	2025-2026		2026-2027	2026-2027	2026-2027
Fund	Function	Object		Description	-1-	-3-	-4a-		-5-	-6-	-7-
SEWER											
412	36100			INTEREST EARNINGS	1,193,301	1,150,000	805,220		1,000,000	1,000,000	1,000,000
412	36210			RENT	3,000	18,000	18,000		18,000	18,000	18,000
412	36512			SALE OF CITY VEHICLE			-		120,700	120,700	120,700
412	36950			BAD DEBTS COLLECTIONS	(730)		(600)				
412	36980			MISC REVENUE	375		14				
412	37210			SEWER SERVICE CHARGES	9,431,919	10,199,073	10,199,073		11,218,980	11,218,980	11,218,980
412	37220			SEWER INSPECTION FEES	608,132	550,000	864,260		900,000	900,000	900,000
412	37230			SEWER USER FEE	39,075	40,000	39,171		45,000	45,000	45,000
412	37231			INDUSTRIAL USER PERMIT	1,428	1,500	-		1,500	1,500	1,500
412	37232			GREASE TRAP PROGRAM	78,750	90,000	99,792		120,000	120,000	120,000
412	37291			FORFEITED DISCOUNTS AND PENALT	117,821	130,000	103,752		130,000	130,000	130,000
412	37292			SERVICING CUSTOMERS INSTALLATION			1,948		2,000	2,000	2,000
412	37293			SALE OF MATERIAL	7,860		8,494		5,000	5,000	5,000
412	37296			SEWER TAP FEES	932,813	900,000	1,300,750		1,000,000	1,000,000	1,000,000
412	37297			CONTRIBUTED LINES	6,232,880	1,000,000	1,000,000		1,000,000	1,000,000	1,000,000
412	37298			SEWER DEVELOPMENT FEES	1,535,888	900,000	1,146,756		1,200,000	1,200,000	1,200,000
412	37299			ADMINISTATIVE FEES	38,000	40,000	30,857		35,000	35,000	35,000
412	37794	-	-	SALE OF SCRAP ITEMS	1,106		630		1,000	1,000	1,000
				Total Fund Revenue	20,221,617	15,018,573	15,618,118		16,797,180	16,797,180	16,797,180

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

412 Sewer Billing

Personnel 2

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
		Sewer Billing								
412	52216	111	SALARIES - PERMANENT EMPLOYEES	127,398	130,790	130,790		140,925	140,925	140,925
412	52216	112	SALARIES -OVERTIME ATOVERTIME	7	676	29		52	52	52
412	52216	113	SALARIES - HOLIDAY PAY	-	47	-		52	52	52
412	52216	116	EMPLOYEE RECOGNITION	2,551	2,616	2,616		2,819	2,819	2,819
412	52216	119	LONGEVITY PAY	100	200	200		300	300	300
412	52216	121	LEAVE PAYABLE	(1,337)		-				
412	52216	141	OASI (EMPLOYER'S SHARE)	9,510	10,276	10,276		11,027	11,027	11,027
412	52216	142	EMPLOYEE BENEFITS	18,378	21,357	18,861		19,517	19,517	19,517
412	52216	143	RETIREMENT - CURRENT	14,865	16,428	16,428		18,927	18,927	18,927
412	52216	146	WORKMEN'S COMPENSATION	1,484	1,603	1,661		1,783	1,783	1,783
412	52216	147	UNEMPLOYMENT INSURANCE	56	128	127		128	128	128
			Personnel Request			-				
			Increase Rates by 6%			Reduced to 3%		11,782	5,891	5,891
			Move Level I clerk to Level II			-		3,100	3,100	3,100
			Total Personnel	173,012	184,121	180,988		210,412	204,521	204,521
412	52216	200	CONTRACTUAL SERVICES	586	1,000	1,921		2,000	2,000	2,000
412	52216	204	EMPLOYEE EDUCATION ANDTRAININ			-				
412	52216	211	POSTAGE, BOX RENT, ETC.	72,811	70,000	68,143		70,000	70,000	70,000
412	52216	220	PRINTING, DUPLICATING,TYPING,	13,396	20,000	9,492		20,000	20,000	20,000
412	52216	231	PUBLICATION OF FORMALAND LEGA	-	200	-		200	200	200
412	52216	250	PROFESSIONAL SERVICES	135	2,000	361		2,000	2,000	2,000
412	52216	251	MEDICAL, DENTAL, VETERINARY, A	-		-				
412	52216	255	DATA PROCESSING SERVICES	91,130	80,000	70,934		80,000	80,000	80,000
412	52216	263	REPAIR AND MAINTENANCEFURNITU	-	500	-		500	500	500
412	52216	310	OFFICE SUPPLIES AND MATERIALS	661	2,000	613		2,000	2,000	2,000
412	52216	312	SMALL ITEMS OF EQUIPMENT	389	1,000	-		1,000	1,000	1,000
412	52216	320	OPERATING SUPPLIES	458	2,500	255		2,500	2,500	2,500
412	52216	381	SHORT & OVER REIMBURSEMENT	(5)		(0)				
412	52216	510	INSURANCE	273	500	500		550	550	550
			Total Operatiing	179,834	179,700	152,219		180,750	180,750	180,750
412	52216	951	COMPUTER SOFTWARE		100,000	-		100,000	100,000	100,000
			Total Capital	-	100,000	-		100,000	100,000	100,000
			Grand Total	352,846	463,821	333,207		491,162	485,271	485,271

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

412 SEWER LINE MAINTENANCE DEPT

Personnel 21

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
412	52211	SEWER LINE MAINTENANCE DEPT								
412	52211	111	SALARIES - PERMANENT EMPLOYEES	1,203,183	1,360,299	1,284,405		1,495,762	1,495,762	1,495,762
412	52211	112	SALARIES -OVERTIME ATOVERTIME	21,555	73,806	21,497		29,737	29,737	29,737
412	52211	113	SALARIES - HOLIDAY PAY	2,024	10,117	3,097		11,037	11,037	11,037
412	52211	114	SEWER ON-CALL	13,000	15,000	13,714		15,000	15,000	15,000
412	52211	116	EMPLOYEE RECOGNITION	22,119	27,206	27,206		29,915	29,915	29,915
412	52211	119	LONGEVITY PAY	6,600	7,300	7,300		8,100	8,100	8,100
412	52211	121	LEAVE PAYABLE	3,840		-				
412	52211	141	OASI (EMPLOYER'S SHARE)	91,807	114,270	99,704		121,601	121,601	121,601
412	52211	142	EMPLOYEE BENEFITS	307,906	416,908	362,240		354,972	354,972	354,972
412	52211	143	RETIREMENT - CURRENT	139,004	182,683	157,481		208,708	208,708	208,708
412	52211	146	WORKMEN'S COMPENSATION	43,372	44,334	45,949		47,393	47,393	47,393
412	52211	147	UNEMPLOYMENT INSURANCE	588	1,344	1,344		1,344	1,344	1,344
			Personnel Changes			-				
			Increase Rates by 6%		Reduced to 3% w Op II at 5%			116,318	65,898	65,898
			Utility Pump Station Foreman -reclassify to Utility Pump Station Manager					4,805	4,805	4,805
			Utility Inspection Manager – reclassify to Utility Inspection Operations Manager					10,716	10,716	10,716
			Pretreatment Field Manager – reclassify to Pretreatment Operations Manager				Remove	4,805	4,805	-
			1 additional Pretreatment Inspector- fund at mid budget.				Remove	38,468		
			Add 4 Utility I Operators-				Reduced	257,887	128,943	128,943
			On Call Pay - 2 people per week ($250 more per week)					15,600	15,600	15,600
			Total Personnel	1,854,998	2,253,267	2,023,938		2,772,167	2,554,336	2,549,531

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
412 SEWER LINE MAINTENANCE DEPT
Personnel 21

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
412	52211	200	CONTRACTUAL SERVICES	71,204	25,000	16,297				
412	52211	204	EMPLOYEE EDUCATION ANDTRAININ	7,669	20,000	5,949		22,044	22,044	22,044
					Crane Truck Training and Operator Training		7,044			
412	52211	220	PRINTING, DUPLICATING,TYPING,	79	500	-				
412	52211	221	PRINTING, STATIONERY,ENVELOPE	30	100	43		100	100	100
412	52211	231	PUBLICATION OF FORMALAND LEGA	1,103	500	485		800	800	800
412	52211	235	MEMBERSHIPS, REGISTRATION FEES	25,104	38,500	30,950		40,000	40,000	40,000
412	52211	249	OTHER UTILITY SERVICES			-				
412	52211	251	MEDICAL, DENTAL, VETERINARY, A	473		459				
412	52211	261	REPAIR AND MAINTENANCE MOTOR VEHICLES	10,687	40,000	8,133		45,000	45,000	45,000
412	52211	262	REPAIR AND MAINTENANCE OTHER MACHINERY	16,522	70,000	15,406		75,000	75,000	75,000
412	52211	266	REPAIR AND MAINTENANCE BUILDING			-				
412	52211	283	OUT-OF-TOWN EXPENSE	2,063	1,500	1,235		2,000	2,000	2,000
412	52211	287	MEALS AND ENTERTAINMENT	441	1,000	-		1,200	1,200	1,200
412	52211	302	PW SAFETY PROGRAM	1,484	10,000	94		10,000	10,000	10,000
412	52211	310	OFFICE SUPPLIES AND MATERIALS	196	1,800	1,410		20,000	20,000	20,000
412	52211	312	SMALL ITEMS OF EQUIPMENT	8,401	25,000	25,000		28,500	28,500	28,500
412	52211	320	OPERATING SUPPLIES	131,688	160,000	126,517		185,000	185,000	185,000
412	52211	326	CLOTHING AND UNIFORMS	8,085	23,000	23,000		25,000	25,000	25,000
412	52211	331	GAS, OIL, DIESEL FUEL,GREASE,	48,682	75,000	44,638		80,000	80,000	80,000
412	52211	334	TIRES, TUBES AND ETC.	8,042	11,000	5,260		15,000	15,000	15,000
412	52211	510	INSURANCE	97,991	100,000	100,000		107,500	107,500	107,500
412	52211	533	MACHINERY AND EQUIPMENT RENTAL	10,345	10,000			10,000	10,000	10,000
			Total Operatiing	450,287	612,900	404,875		667,144	667,144	667,144
412	52211	910	LAND		750,000					
412	52211	934	PUMPS/REHAB	211,239	195,000	297,051		300,000	300,000	300,000
412	52211	940	MACHINERY AND EQUIPMENT		460,000	195,747		581,304	581,304	581,304
					CCTV CUES F550 Cargo Truck		581,304			
412	52211	942	CONSTRUCTION AND MAINTENANCE M	960,707	1,000,000	14,473		1,000,000	1,000,000	1,000,000
412	52211	944	TRANSPORTATION EQUIPMENT	251,305	178,000	-		334,176	295,797	295,797
				4x4 Ford Ranger Truck X3 - Remove 1 vehicle			76,758			
						4x4 F150 Ttruck	45,277			
					Diesel 4x4 F350 service trucks		173,762			
412	52211	948	COMPUTER EQUIPMENT	-	5,000	-		35,000	35,000	35,000
			Total Capital	1,423,251	2,588,000	507,270		2,250,480	2,212,101	2,212,101
			Grand Total	3,728,536	5,454,167	2,936,083		5,689,791	5,433,581	5,428,776

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027

412 0

Sewer Fund Budget Only

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
			Total Personnel	-	-			-	-	-
412	52123	DEPRECIATION								
412	52123	540	DEPRECIATION	2,800,000	3,108,000	3,108,000		3,000,000	3,000,000	3,000,000
						-				
412	52217	LEGAL & ENGINEERING				-				
412	52217	231	PUBLICATION OF FORMALAND LEGA	450	1,000	771		1,000	1,000	1,000
412	52217	252	LEGAL SERVICES	4,844	20,000	-		10,000	10,000	10,000
412	52217	268	ENGINEERING			-				
412	52217	273	INDUSTRIAL PRETREATMENT	1,442	2,800	876		1,600	1,600	1,600
412	52217	274	GREASE TRAP	-	2,600			2,800	2,800	2,800
412	41820	FINANCE BUILDING				-				
412	41820	266	REPAIR AND MAINTENANCEBUILDIN	472	5,000	255		3,000	3,000	3,000
412	41820	320	OPERATING SUPPLIES			131				
412	41820	510	INSURANCE	3,399	4,000	4,000		4,300	4,300	4,300
						-				
412	52313	PURIFICATION & DISPOSAL				-				
412	52313	100	PERSONAL SERVICES	115,000	120,000	120,000	Mgmt fee to GF	150,000	150,000	150,000
412	52313	934	PUMPS/REHAB	4,089,637	3,800,000	4,642,125		4,874,231	4,874,231	4,874,231
						-				
412	52316	690	BAD DEBT EXPENSE	(17,388)	30,000	-		30,000	30,000	30,001
412	52316	940	MACHINERY AND EQUIPMENT			-				
			Total Operatiing	6,997,855	7,093,400	7,876,159		8,076,931	8,076,931	8,076,932
			Total Capital	-	-	-		-	-	-
			Grand Total	6,997,855	7,093,400	7,876,159		8,076,931	8,076,931	8,076,932

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
412 Sewer Lift Stations

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
			Total Personnel		-	-		-		-
412	52212	240	STORMWATER	603	700	517		700	700	700
412	52212	241	ELECTRIC	123,185	145,000	121,303		130,000	130,000	130,000
412	52212	242	WATER	5,126	8,500	4,337		6,500	6,500	6,500
412	52212	262	REPAIR AND MAINTENANCE OTHER MACHINERY	79,043	165,000	165,000		165,000	165,000	165,000
412	52212	322	OSHA/CHEMICALS	119,670	160,000	160,000		150,000	150,000	150,000
			Total Operatiing	327,627	479,200	451,156		452,200	452,200	452,200
412	52212	939	PUMP STATION REHAB	488,016	400,000			400,000	400,000	400,000
412	52212	941	GENERAL PURPOSE MACHINERY AND EQUIPMENT	213,266	339,000	339,000		179,000	179,000	179,000
					Arc Flash Evaluation and Training		179,000			
412	52212	944	TRANSPORATION EQUIPMENT	236,306	-			86,881	-	-
					Diesel 4x4 F350 service truck - Remove		86,881			
412	52212	945	COMMUNICATION EQUIPMENT	369,646						
412	52212	951	COMPUTER SOFTWARE					188,000	188,000	188,000
					Xylem Vue EQ Basin Operational software		188,000			
			Total Capital	1,307,235	739,000	339,000		853,881	767,000	767,000
			Grand Total	1,634,861	1,218,200	790,156		1,306,081	1,219,200	1,219,200

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
412 Sewer Line Construction

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
			Total Personnel	-	-			-	-	-
412	43251		SANITARY SEWER CONSTRUCTION							
412	43251	268	ENGINEERING	70,794	200,000	68,027		200,000	200,000	200,000
412	43262		STONER CREEK INTERCEPTOR UPGRADE, PHASE III							
412	43262	268	ENGINEERING	6,450						
412	43262	933	CONSTRUCTION	2,102,025						
412	43262	934	CONST FUNDED BY GRANTS							
412	43280		EQUALIZATION BASIN							
412	43280	268	ENGINEERING	75,359	150,000	29,777		150,000	150,000	150,000
412	43280	910	EASEMENTS			-				
412	43280	933	CONSTRUCTION	1,135,235	18,600,000	15,195,919		4,000,000	4,000,000	4,000,000
						-				
412	43290		OLDR WEST POCKET PLAN			-				
412	43290	268	ENGINEERING	41,796	20,000	22,220				
412	43290	910	EASEMENTS	34,173	15,000	-				
412	43290	933	CONSTRUCTION	60	1,450,000	517,772				
						-				
412	43281		MT VERNON GRAVITY CONNECTION REPLACEMENT			-				
412	43281	933	CONSTRUCTION	444,353		-				
						-				
412	43282		CREEKSIDE DRIVE INTERCEPTOR			-				
412	43282	268	ENGINEERING	3,558	5,000	-		10,000	10,000	10,000
412	43282	910	EASEMENTS	11,415	35,000	8,055				
412	43282	933	CONSTRUCTION		4500000	-	Reduced	2,750,000	2,750,000	2,600,000
						-				
412	43283		GOLDEN BEAR SEWER RELOCATION			-				
412	43283	268	ENGINEERING		5,000	549		5,000	5,000	5,000
412	43283	933	CONSTRUCTION	15,019	200,000	7,839		200,000	200,000	200,000
						-				
412	43284		LEBANON ROAD SEWER RELOCATION			-				
412	43284	268	ENGINEERING	11,568		12,305	Removed	10,000	10,000	-
412	43284	933	CONSTRUCTION	51,665		-				
						-				
412	43285		SOUTH MT JULIET ROAD WIDENING SEWER RELOCATION			-				
412	43285	268	ENGINEERING		5,000	-		5,000	5,000	5,000
						-				

Statement Of Proposed Operations
For the Fiscal Year Ending JUNE 30, 2027
412 Sewer Line Construction

Fund	Function	Object	Description	Actual 2024-2025 -1-	Amended Budget 2025-2026 -3-	Projected Current Year 2025-2026 -4a-	DETAILS	Department Requests 2026-2027 -5-	City Manager 2026-2027 -6-	City Commission 2026-2027 -7-
412	43286	GOLDEN BEAR GATEWAY REGIONAL PUMP STATION				-				
412	43286	268	ENGINEERING		768,000	99,606		670,000	670,000	670,000
412	43286	910	EASEMENTS/PROPERTY		250,000	-		250,000	250,000	250,000
412	43286	933	CONSTRUCTION				Reduced	7,000,000	7,000,000	5,000,000
412	[redacted]	STONER CREEK INTERCEPTOR UPGRADE, PHASE V								
	[redacted]	268	ENGINEERING					425,000	425,000	425,000
	[redacted]	910	EASEMENTS					100,000	100,000	100,000
412	[redacted]	PLEASANT GROVE INTERCEPTOR SIZING								
	[redacted]	268	ENGINEERING					265,000	265,000	265,000
	[redacted]	910	EASEMENTS					100,000	100,000	100,000
412	[redacted]	NORTH MT JULIET ROAD SEWER EXTENSION								
	[redacted]	268	ENGINEERING					132,000	132,000	132,000
	[redacted]	910	EASEMENTS					50,000	50,000	50,000
			Total Operatiing	4,003,469	26,203,000	15,962,069		16,322,000	16,322,000	14,162,000
			Total Capital		-	-		-	-	-
			Grand Total	4,003,469	26,203,000	15,962,069		16,322,000	16,322,000	14,162,000

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

File #: 1784 **Agenda Date:** 6/22/2026 **Agenda #:** 10.A.

Title:

A RESOLUTION APPROVING A CONTRACT WITH WEST WILSON UTILITY DISTRICT (WWUD) FOR THE RELOCATION OF THE WATER LINE LOCATED ON GOLDEN BEAR GATEWAY FOR THE CITY'S WIDENING PROJECT

RESOLUTION -2026

A RESOLUTION APPROVING A CONTRACT WITH WEST WILSON UTILITY DISTRICT (WWUD) FOR THE RELOCATION OF THE WATER LINE LOCATED ON GOLDEN BEAR GATEWAY FOR THE CITY'S WIDENING PROJECT

WHEREAS, the City of Mt. Juliet's Golden Bear Gateway Widening project has caused the need for the relocation of a waterline; and

WHEREAS, the existing waterline is located in a private easement and the City is responsible for all costs associated with the relocation; and

WHEREAS, the City desires to approve an agreement with WWUD for construction of the water line relocation; and

WHEREAS, the total estimated cost that the City will owe is $3,787,179.42; and

WHEREAS, the City's approval and execution of this Agreement is expressly conditioned upon the Fiscal Year 2026/2027 budget providing for an additional $3,300,000 appropriation to the Capital Projects budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee, as follows:

Section 1. The Board of Commissioners approves the agreement with WWUD.

Section 2. The Board of Commissioners authorizes the Mayor to execute the agreement with WWUD.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") entered this _____day of 2026, by and between the City of Mt. Juliet (the "City"), a municipal corporation chartered under the laws of the State of Tennessee and West Wilson Utility District (the "District"), a water utility district formed pursuant to the provisions of T.C.A. 7-82-101 et seq.

WITNESSETH:

Whereas, the City is about to widen Golden Bear Parkway located in front of Mt. Juliet High School, and this project is to continue north and terminate at the intersection of Golden Bear Parkway and Curd Road.

Whereas the widening of Golden Bear Parkway will require the District to re-locate and install potable waterlines generally adjacent to and running parallel to Golden Bear Parkway. The District also will be required to obtain additional easements outside of the public right of way as needed to facilitate the re-location and installation of the potable waterlines.

Whereas, the City has agreed to reimburse the District for the cost incurred by the District in the acquisition of required easements as well as the design, relocation, and installation of the potable water lines. (See Attachment A as a schedule of projected costs.)

Now, therefore, the City and the District agree as follows:

1. **Work to be Performed.** The District agrees to provide materials, equipment, labor and professional services necessary to re-locate and install a potable water line consisting of approximately Three Thousand Six Hundred Ten feet (3,610ft) of Twelve, Eight, and Six

(12", 8" and 6") inch diameter ductile iron pipe with approximately Five Hundred Forty feet (540ft) of said waterline being placed in a steel casing for the protection of the waterline with the necessary valves and related appurtenances, (all of the contemplated activities being the "Work").

2. **Scope of Work.** The District contemplates that it will have to obtain the necessary easements for the re-location and installation of the potable waterlines. The District also contemplates it will cause the design for the waterlines to be created, obtain necessary approvals from the State of Tennessee, obtain all permits necessary for the installation of the waterlines, install the waterlines and all connections thereto, perform the necessary work to restore the surface areas and comply with all storm water regulations until completion of the Project (all the activities contemplated above being the "Work" contemplated herein). The City will timely provide to the District detailed plans of the widening of the referenced road above so as to allow the District to formulate and finalize its plans for such water line location.-++
3. **Methods and Means.** The methods and means to be utilized in the Work shall be the responsibility of the District. The methods and means to be utilized are the sole discretion of the District.
4. **Timeline for Work.** The District anticipates that the project will take approximately Twelve (12) months. The Parties also acknowledge that there could be unforeseen circumstances that affect this projected timeline. As an example the obtaining of required easements could have an impact on any such anticipated time line. This is only an example and does not represent all such circumstances that are inherent in any such project.

5. **Invoice for Work.** The City and the District anticipate the Project will be substantially completed within Twelve (12) months of commencement of the Work. Therefore, the District will submit a monthly bill for the costs and work that has been performed to date. The District shall present to the City an itemized invoices for all costs incurred by the District in the Work necessary to complete the project. It is estimated the cost of the Work will be approximately Three Million, Seven Hundred Eighty-Seven Thousand, One Hundred Seventy-Nine Dollars, and Forty-Two Cents ($3,787,179.42) (See attached Schedule of Costs). **However the City will reimburse the District for all costs incurred without regard to the estimate.**

6. **Schedule of Charges.** For Work performed by the employees or equipment of the District, the charges to the City will be the actual costs incurred by the District. Equipment charges will be on a per hourly basis. (See attached Schedule of Costs).

7. **Time of Payment by City.** The City shall pay to the District within thirty (30) business days of receipt of any invoices submitted by the District such sums as reflected thereon, less any disputed amounts.

8. **City Dispute of Invoice Items.** City shall examine each invoice and shall promptly notify the District, in writing, of any discrepancies or charges not approved by the City and the reasons for such non-approval. City shall pay in a timely manner all undisputed charges.

Upon receipt of any notice of disputed amounts, the District shall examine such notice. If the District does not acquiescence to the disputed amount, the District's General Manager, engineering representative and field superintendent shall promptly

meet with the City Manager, representatives from the City Department of Public Works and field superintendent to seek resolution to the dispute.

9. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Tennessee. In the event of a dispute, the parties stipulate that the Tennessee State Courts located in Wilson County, Tennessee, are good, proper, and convenient venue and the sole tribunal in which disputes shall be resolved.

10. **Binding Agreement.** This is the binding Agreement of the parties hereto; the consideration being the mutual promises made by the parties for their mutual benefit.

11. **Separate Counsel.** Each of the parties represents that it sought and received counsel from an attorney at law in connection with this Agreement to the extent each party deemed such advice appropriate.

12. **Waiver.** The waiver by any party hereto of any breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

13. **Severability; Headings.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any of the aforementioned Courts for any reason whatsoever, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless otherwise provided herein. The arguably invalid or unenforceable provision shall be interpreted, if possible, so as to render it enforceable on a limited and reasonable basis. The headings at the beginning of sections are included herein solely for ease of reference and shall not be used in any way in the interpretation or construction of the terms of provisions of this Agreement.

14. **Construction.** The parties stipulate that this Agreement is the result of a negotiation between the parties and shall be construed as having been drafted by all parties. Therefore, the Agreement will not be construed in favor or against any party or parties on the grounds of having been drafted by said party or parties.

15. **Authority.** The person executing this Agreement for and on behalf of each of the parties covenants that he/she has the power to execute this Agreement for and on behalf of each party; that upon his/her execution of same, the respective party will recognize it as the act and business deed of the party and be fully bound thereby.

16. **Attorney's fees and Costs.** The parties agree to bear their respective attorney's fees, costs and expenses with respect to this matter. In the event of any dispute or litigation arising out of the failure to pay sums due in a timely manner, the reasonable attorney's fees of the prevailing party shall be paid by the non-prevailing party.

17. **Amendment and Waiver in Writing.** No provision of this Agreement can be amended or waived except by a statement in writing signed by the Party against which enforcement of the amendment or waiver is sought

18. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which put together shall constitute one and the same instrument. The telecopied signature of a Party hereto shall be considered as if it was the original thereof.

City of Mt. Juliet

BY:_____
MAYOR

West Wilson Utility District

BY:_____
GENERAL MANAGER

Approved as to form:

_____
CITY ATTORNEY

_____
ATTORNEY FOR DISTRICT

West Wilson Utility District
Job Billing Worksheet

Job Name: Golden Bear Relocation										
Job #:										
Date: May 2026										
Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Labor:										
Superintendent/Pickup	55.00	74.25	8.25	63.25		75.00	145.00	10,766.25	10,875.00	21,641.25
Foreman/Pickup	49.00	66.15	7.35	56.35		65.00	1,900.00	125,685.00	123,500.00	249,185.00
General Labor (Operator/Dump Driver)	39.00	52.65	5.85	44.85		55.00	8,943.00	470,848.95	491,865.00	962,713.95
Construction Labor	28.00	37.80	4.20	32.20		50.00	13,020.00	492,156.00	651,000.00	1,143,156.00
Total Labor							24,008.00	$ 1,099,456.20	$ 1,277,240.00	$ 2,376,696.20
Equipment:										
Excavator Volvo 300	39.00	52.65	5.85	44.85	85.91	160.00	325.00	17,111.25	52,000.00	69,111.25
Excavator Deere 85D	39.00	52.65	5.85	44.85	55.91	130.00	-	-	-	-
Excavator 330/336F	39.00	52.65	5.85	44.85	195.91	270.00	-	-	-	-
Trackhoe 322/325/330 Hoe Ram	39.00	52.65	5.85	44.85	195.91	270.00	920.00	48,438.00	248,400.00	296,838.00
Volvo 160C Ramhoe	39.00	52.65	5.85	44.85	145.91	220.00	-	-	-	-
Case 580/590 Backhoe	39.00	52.65	5.85	44.85	55.91	130.00	-	-	-	-
Cat 420 F2 Backhoe/Hoeram	39.00	52.65	5.85	44.85	145.91	220.00	-	-	-	-
Mini-Ex Cat 303 Excavator	39.00	52.65	5.85	44.85	25.91	100.00	-	-	-	-
Mini-Ex Cat 304 Excavator	39.00	52.65	5.85	44.85	35.91	110.00	40.00	2,106.00	4,400.00	6,506.00
Mini-Ex Cat 308 Excavator	39.00	52.65	5.85	44.85	40.91	115.00	-	-	-	-
Wheel Loader 621	39.00	52.65	5.85	44.85	35.91	110.00	15.50	816.08	1,705.00	2,521.08
Trackloader 963	39.00	52.65	5.85	44.85	60.91	135.00	-	-	-	-
Trackloader Cat 289C	39.00	52.65	5.85	44.85	60.91	135.00	-	-	-	-
Wheel Loader Deere 544/824	39.00	52.65	5.85	44.85	35.91	110.00	98.00	5,159.70	10,780.00	15,939.70
Dozer D3	39.00	52.65	5.85	44.85	15.91	90.00	52.00	2,737.80	4,680.00	7,417.80
Dozer D4	39.00	52.65	5.85	44.85	25.91	100.00	-	-	-	-
Dozer D5	39.00	52.65	5.85	44.85	40.91	115.00	-	-	-	-
Dozer D6	39.00	52.65	5.85	44.85	90.91	165.00	-	-	-	-
Dozer D8	39.00	52.65	5.85	44.85	115.91	190.00	-	-	-	-
Dump Truck Single-Axle	39.00	52.65	5.85	44.85	48.95	115.00	1,670.00	87,925.50	192,050.00	279,975.50
Dump Truck Tri-Axle	39.00	52.65	5.85	44.85	98.95	165.00	854.00	44,963.10	140,910.00	185,873.10
Truck Water	39.00	52.65	5.85	44.85	23.95	90.00	-	-	-	-
Truck Rear Dump Articulated 725/730	39.00	52.65	5.85	44.85	123.95	190.00	-	-	-	-
Fire Hydrant Truck 4700	39.00	52.65	5.85	44.85	73.95	140.00	-	-	-	-
Valve Truck	39.00	52.65	5.85	44.85	48.95	115.00	-	-	-	-
Welding Truck	39.00	52.65	5.85	44.85	13.95	80.00	-	-	-	-
Chevy Pole Truck	39.00	52.65	5.85	44.85	23.95	90.00	-	-	-	-
Va ick KW T470	39.00	52.65	5.85	44.85	173.95	240.00	95.00	5,001.75	22,800.00	27,801.75
Va uck Peterbilt Distribution	39.00	52.65	5.85	44.85	148.95	215.00	-	-	-	-

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Vac Vermeer	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Vac VX-30-500	39.00	52.65	5.85	44.85	98.95	165.00	-	-	-	-
3020 Directional Boring	39.00	52.65	5.85	44.85	125.91	200.00	-	-	-	-
2022 Vermeer Directional Boring	39.00	52.65	5.85	44.85	103.95	170.00	32.00	1,684.80	5,440.00	7,124.80
DW AT60 Directional Boring	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Mud Recycler DW MR90	-	-	-	-	50.00	50.00	-	-	-	-
Mud Mizer 250 Mud Reclaimer	-	-	-	-	50.00	50.00	-	-	-	-
Mud Truck and Mixer	39.00	52.65	5.85	44.85	68.95	135.00	-	-	-	-
Mud Mixer 300 Gal Portable	-	-	-	-	65.00	65.00	-	-	-	-
Auger Machine	39.00	52.65	5.85	44.85	140.91	215.00	-	-	-	-
Air Compressor	39.00	52.65	5.85	44.85	63.95	130.00	16.00	842.40	2,080.00	2,922.40
Screen Machine Metso	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Skid Steer Rubber Tire	39.00	52.65	5.85	44.85	38.95	105.00	-	-	-	-
Skid Steer Track	39.00	52.65	5.85	44.85	58.95	125.00	-	-	-	-
Ford Tractor 445D	39.00	52.65	5.85	44.85	13.95	80.00	-	-	-	-
Chipper Vermeer	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Pump 6 inch	-	-	-	-	15.00	15.00	-	-	-	-
Pump 8 inch	-	-	-	-	17.50	17.50	-	-	-	-
Wacker Asphalt Roller	39.00	52.65	5.85	44.85	48.95	115.00	-	-	-	-
Lowboy	39.00	52.65	5.85	44.85	58.95	125.00	-	-	-	-
Rock Drill D5	39.00	52.65	5.85	44.85	135.91	210.00	-	-	-	-
Rented equipment	-	-	-	-	-	-	-	-	-	-
Total Equipment							4,117.50	216,786.38	685,245.00	902,031.38
Sub-Contractor Costs										-
Total Sub-Contractor Costs										-
						Billing Rate per Unit	Actual Units			**Billing Amount**
Miscellaneous Material:										
Concrete per Cubic Yard						106.00	-			-
Concrete Hand Mix per bag						108.00	-			-
Crushed Stone per Ton Crush and Run						10.75	-			-
Crushed Stone per Ton 2"						15.25	-			-
Crushed Stone per Ton Shot Rock						10.25	-			-
Dirt/ 20 T load						70.00	-			-
Top Soil/ 20 T Load						255.00	-			-
F										-
T Miscellaneous										-
							-			-

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
							Actual Material Costs			Billing Amount
Materials:										
12" Class 52 Ductile Iron						67.92	2,690.00			182,704.80
12" Locking Pipe TR Flex						86.80	280.00			24,304.00
8" Class 52 Ductile Iron						41.16	300.00			12,348.00
8" Locking Pipe TR Flex						52.80	180.00			9,504.00
6" Class 52 Ductile Iron						29.16	70.00			2,041.20
6" Locking Pipe TR Flex						38.20	90.00			3,438.00
20" Steel Casing						81.82	280.00			22,909.60
16" Steel Casing						73.43	170.00			12,483.10
12" Steel Casing						23.13	90.00			2,081.70
12" R.W. G. Valve						2,960.32	17.00			50,325.44
8" R.W.G. Valve						1,560.89	11.00			17,169.79
6" R.W.G. Valve						1,025.50	9.00			9,229.50
Fire Hydrant Assembly						4,118.78	5.00			20,593.90
12 X 12 Tee						463.84	2.00			927.68
12 X 8 Tee						362.25	4.00			1,449.00
12 X 6 Tee						314.82	2.00			629.64
12 X 6 Anchor Tee						322.92	5.00			1,614.60
8 X 8 Tee						233.36	5.00			1,166.80
6 X 6 Tee						155.73	2.00			311.46
12 X 2 Tap Cap						161.96	3.00			485.88
8 X 2 Tap Cap						98.71	6.00			592.26
6 X 2 Tap Cap						70.19	1.00			70.19
12" 45° Bend						128.42	2.00			256.84
12" 90° Bend						333.98	1.00			333.98
8" 90° Bend						156.69	-			-
8" 45° Bend						128.42	1.00			128.42
8" 22 1/2° Bend						125.07	1.00			125.07
12 X 8 Reducer						158.13	1.00			158.13
20 X 12 Casing spacer						116.22	36.00			4,183.92
20 X 12 End Seal						70.41	8.00			563.28
16 X 8 Casing Spacer						115.25	14.00			1,613.50
16 X 8 End Seal						51.12	2.00			102.24
12 X 6 Casing Spacer						84.68	9.00			762.12
12 X 6 End Seal						51.00	2.00			102.00
2" Blowoff						328.79	8.00			2,630.32
12" Mega-a-Lug and bolt back						177.67	91.00			16,167.97
8" Mega-a-Lug and bolt pack						68.78	64.00			4,401.92
6" Mega-a-Lug and bolt back						50.74	37.00			1,877.38
Service Materials						560.34	14.00			7,844.76
Total Materials										**417,632.39**
ARAP/Environmental Permits						1,500.00	1.00			1,500.00
State Review Fee						150.00	1.00			150.00
Stone						4,110.00	12.00			49,320.00
P ıent/Curb						50,000.00	1.00			50,000.00
E ıents						60,000.00	1.00			60,000.00
F						22,500.00	1.00			22,500.00
Erosion Control						25,000.00	1.00			

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Concrete						106.00	20.00			2,120.00
Total Miscellaneous							-			**210,590.00**
Sales Tax										
Total Estimated Cost / Billing								$ 1,316,242.58	$ 1,962,485.00	$ 3,906,949.97
Betterment Material Cost:										
12" D.I.P. in lieu of 8" D.I.P.						26.76	2,690.00			71,984.40
12" TR Fex in lieu of 8" TR Flex						34.00	280.00			9,520.00
20" Casing in lieu of 16" Casing						8.09	280.00			2,265.20
12" R.W.G. Valve in lieu of 8" R.W.G. Valve						1,399.43	17.00			23,790.31
12 X 12 Tee in lieu of 8 X 8 Tee						230.48	2.00			460.96
12 X 8 Tee in lieu of 8 X 8 Tee						128.89	4.00			515.56
12 X 6 tee in lieu of 8 X 6 Tee						81.46	2.00			162.92
12 X 6 Anchor Tee in lieu of 8 X 6 Anchor Tee						89.56	5.00			447.80
12 X 2 Tap Cap in lieu of 8 X 2 Tap Cap						63.25	3.00			189.75
12" 90 in lieu of 8" 90						177.29	1.00			177.29
12 X 8 Reducer						158.13	1.00			158.13
20 X 12 Casing Spacer in lieu of 16 X 8 Casing Spacer						0.97	36.00			34.92
20 X 12 End Seal in lieu of 16 X 8 End Seal						19.29	8.00			154.32
12" Mega-a-Lug in lieu of 8" Mega-a-Lug						108.89	91.00			9,908.99
Total Materials for Betterment							-			**119,770.55**
Summary							**Actual**			
Labor & Equipment							1,962,485.00			
Indirect Cost							1,316,242.58			
Miscellaneous Materials							210,590.00			
Materials							417,632.39			
Sub-Contractor							-			
Sales Tax							-			
Materials for Betterment							**(119,770.55)**			
Total							$ 3,787,179.42			

West Wilson Utility District
Job Billing Worksheet

Job Name: Golden Bear Relocation
Job #:
Date: May 2026

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Labor:										
Superintendent/Pickup	55.00	74.25	8.25	63.25		75.00	145.00	10,766.25	10,875.00	21,641.25
Foreman/Pickup	49.00	66.15	7.35	56.35		65.00	1,900.00	125,685.00	123,500.00	249,185.00
General Labor (Operator/Dump Driver)	39.00	52.65	5.85	44.85		55.00	8,943.00	470,848.95	491,865.00	962,713.95
Construction Labor	28.00	37.80	4.20	32.20		50.00	13,020.00	492,156.00	651,000.00	1,143,156.00
Total Labor							24,008.00	$ 1,099,456.20	$ 1,277,240.00	$ 2,376,696.20
Equipment:										
Excavator Volvo 300	39.00	52.65	5.85	44.85	85.91	160.00	325.00	17,111.25	52,000.00	69,111.25
Excavator Deere 85D	39.00	52.65	5.85	44.85	55.91	130.00	-	-	-	-
Excavator 330/336F	39.00	52.65	5.85	44.85	195.91	270.00	-	-	-	-
Trackhoe 322/325/330 Hoe Ram	39.00	52.65	5.85	44.85	195.91	270.00	920.00	48,438.00	248,400.00	296,838.00
Volvo 160C Ramhoe	39.00	52.65	5.85	44.85	145.91	220.00	-	-	-	-
Case 580/590 Backhoe	39.00	52.65	5.85	44.85	55.91	130.00	-	-	-	-
Cat 420 F2 Backhoe/Hoeram	39.00	52.65	5.85	44.85	145.91	220.00	-	-	-	-
Mini-Ex Cat 303 Excavator	39.00	52.65	5.85	44.85	25.91	100.00	-	-	-	-
Mini-Ex Cat 304 Excavator	39.00	52.65	5.85	44.85	35.91	110.00	40.00	2,106.00	4,400.00	6,506.00
Mini-Ex Cat 308 Excavator	39.00	52.65	5.85	44.85	40.91	115.00	-	-	-	-
Wheel Loader 621	39.00	52.65	5.85	44.85	35.91	110.00	15.50	816.08	1,705.00	2,521.08
Trackloader 963	39.00	52.65	5.85	44.85	60.91	135.00	-	-	-	-
Trackloader Cat 289C	39.00	52.65	5.85	44.85	60.91	135.00	-	-	-	-
Wheel Loader Deere 544/824	39.00	52.65	5.85	44.85	35.91	110.00	98.00	5,159.70	10,780.00	15,939.70
Dozer D3	39.00	52.65	5.85	44.85	15.91	90.00	52.00	2,737.80	4,680.00	7,417.80
Dozer D4	39.00	52.65	5.85	44.85	25.91	100.00	-	-	-	-
Dozer D5	39.00	52.65	5.85	44.85	40.91	115.00	-	-	-	-
Dozer D6	39.00	52.65	5.85	44.85	90.91	165.00	-	-	-	-
Dozer D8	39.00	52.65	5.85	44.85	115.91	190.00	-	-	-	-

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Dump Truck Single-Axle	39.00	52.65	5.85	44.85	48.95	115.00	1,670.00	87,925.50	192,050.00	279,975.50
Dump Truck Tri-Axle	39.00	52.65	5.85	44.85	98.95	165.00	854.00	44,963.10	140,910.00	185,873.10
Truck Water	39.00	52.65	5.85	44.85	23.95	90.00	-	-	-	-
Truck Rear Dump Articulated 725/730	39.00	52.65	5.85	44.85	123.95	190.00	-	-	-	-
Fire Hydrant Truck 4700	39.00	52.65	5.85	44.85	73.95	140.00	-	-	-	-
Valve Truck	39.00	52.65	5.85	44.85	48.95	115.00	-	-	-	-
Welding Truck	39.00	52.65	5.85	44.85	13.95	80.00	-	-	-	-
Chevy Pole Truck	39.00	52.65	5.85	44.85	23.95	90.00	-	-	-	-
Vac Truck KW T470	39.00	52.65	5.85	44.85	173.95	240.00	95.00	5,001.75	22,800.00	27,801.75
Vac Truck Peterbilt Distribution	39.00	52.65	5.85	44.85	148.95	215.00	-	-	-	-
Vac Vermeer	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Vac VX-30-500	39.00	52.65	5.85	44.85	98.95	165.00	-	-	-	-
3020 Directional Boring	39.00	52.65	5.85	44.85	125.91	200.00	-	-	-	-
2022 Vermeer Directional Boring	39.00	52.65	5.85	44.85	103.95	170.00	32.00	1,684.80	5,440.00	7,124.80
DW AT60 Directional Boring	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Mud Recycler DW MR90	-	-	-	-	50.00	50.00	-	-	-	-
Mud Mizer 250 Mud Reclaimer	-	-	-	-	50.00	50.00	-	-	-	-
Mud Truck and Mixer	39.00	52.65	5.85	44.85	68.95	135.00	-	-	-	-
Mud Mixer 300 Gal Portable	-	-	-	-	65.00	65.00	-	-	-	-
Auger Machine	39.00	52.65	5.85	44.85	140.91	215.00	-	-	-	-
Air Compressor	39.00	52.65	5.85	44.85	63.95	130.00	16.00	842.40	2,080.00	2,922.40
Screen Machine Metso	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Skid Steer Rubber Tire	39.00	52.65	5.85	44.85	38.95	105.00	-	-	-	-
Skid Steer Track	39.00	52.65	5.85	44.85	58.95	125.00	-	-	-	-
Ford Tractor 445D	39.00	52.65	5.85	44.85	13.95	80.00	-	-	-	-
Chipper Vermeer	39.00	52.65	5.85	44.85	63.95	130.00	-	-	-	-
Pump 6 inch	-	-	-	-	15.00	15.00	-	-	-	-
Pump 8 inch	-	-	-	-	17.50	17.50	-	-	-	-
Wacker Asphalt Roller	39.00	52.65	5.85	44.85	48.95	115.00	-	-	-	-
Lowboy	39.00	52.65	5.85	44.85	58.95	125.00	-	-	-	-

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Rock Drill D5	39.00	52.65	5.85	44.85	135.91	210.00	-	-	-	-
Rented equipment	-	-	-	-	-	-	-	-		-
Total Equipment							4,117.50	216,786.38	685,245.00	902,031.38
Sub-Contractor Costs										-
Total Sub-Contractor Costs										-
						Billing Rate per Unit	Actual Units			**Billing Amount**
Miscellaneous Material:										
Concrete per Cubic Yard						106.00	-			-
Concrete Hand Mix per bag						108.00	-			-
Crushed Stone per Ton Crush and Run						10.75	-			-
Crushed Stone per Ton 2"						15.25	-			-
Crushed Stone per Ton Shot Rock						10.25	-			-
Dirt/ 20 T load						70.00	-			-
Top Soil/ 20 T Load						255.00	-			-
Fuel										-
Total Miscellaneous							-			-
							Actual Material Costs			**Billing Amount**
Materials:										
12" Class 52 Ductile Iron						67.92	2,690.00			182,704.80
12" Locking Pipe TR Flex						86.80	280.00			24,304.00
8" Class 52 Ductile Iron						41.16	300.00			12,348.00
8" Locking Pipe TR Flex						52.80	180.00			9,504.00
6" Class 52 Ductile Iron						29.16	70.00			2,041.20
6" Locking Pipe TR Flex						38.20	90.00			3,438.00
20" Steel Casing						81.82	280.00			22,909.60

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
16" Steel Casing						73.43	170.00			12,483.10
12" Steel Casing						23.13	90.00			2,081.70
12" R.W. G. Valve						2,960.32	17.00			50,325.44
8" R.W.G. Valve						1,560.89	11.00			17,169.79
6" R.W.G. Valve						1,025.50	9.00			9,229.50
Fire Hydrant Assembly						4,118.78	5.00			20,593.90
12 X 12 Tee						463.84	2.00			927.68
12 X 8 Tee						362.25	4.00			1,449.00
12 X 6 Tee						314.82	2.00			629.64
12 X 6 Anchor Tee						322.92	5.00			1,614.60
8 X 8 Tee						233.36	5.00			1,166.80
6 X 6 Tee						155.73	2.00			311.46
12 X 2 Tap Cap						161.96	3.00			485.88
8 X 2 Tap Cap						98.71	6.00			592.26
6 X 2 Tap Cap						70.19	1.00			70.19
12" 45° Bend						128.42	2.00			256.84
12" 90° Bend						333.98	1.00			333.98
8" 90° Bend						156.69	-			-
8" 45° Bend						128.42	1.00			128.42
8" 22 1/2° Bend						125.07	1.00			125.07
12 X 8 Reducer						158.13	1.00			158.13
20 X 12 Casing spacer						116.22	36.00			4,183.92
20 X 12 End Seal						70.41	8.00			563.28
16 X 8 Casing Spacer						115.25	14.00			1,613.50
16 X 8 End Seal						51.12	2.00			102.24
12 X 6 Casing Spacer						84.68	9.00			762.12
12 X 6 End Seal						51.00	2.00			102.00
2" Blowoff						328.79	8.00			2,630.32
12" Mega-a-Lug and bolt back						177.67	91.00			16,167.97
8" Mega-a-Lug and bolt pack						68.78	64.00			4,401.92
6" Mega-a-Lug and bolt back						50.74	37.00			1,877.38
Service Materials						560.34	14.00			7,844.76
Total Materials										**417,632.39**
ARAP/Environmental Permits						1,500.00	1.00			1,500.00
State Review Fee						150.00	1.00			150.00
Stone						4,110.00	12.00			49,320.00
Pavement/Curb						50,000.00	1.00			50,000.00
Easements						60,000.00	1.00			60,000.00
Fuel						22,500.00	1.00			22,500.00

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Erosion Control						25,000.00	1.00			25,000.00
Concrete						106.00	20.00			2,120.00
Total Miscellaneous							-			**210,590.00**
Sales Tax										
Total Estimated Cost / Billing								$ 1,316,242.58	$ 1,962,485.00	$ 3,906,949.97
Betterment Material Cost:										
12" D.I.P. in lieu of 8" D.I.P.						26.76	2,690.00			71,984.40
12" TR Fex in lieu of 8" TR Flex						34.00	280.00			9,520.00
20" Casing in lieu of 16" Casing						8.09	280.00			2,265.20
12" R.W.G. Valve in lieu of 8" R.W.G. Valve						1,399.43	17.00			23,790.31
12 X 12 Tee in lieu of 8 X 8 Tee						230.48	2.00			460.96
12 X 8 Tee in lieu of 8 X 8 Tee						128.89	4.00			515.56
12 X 6 tee in lieu of 8 X 6 Tee						81.46	2.00			162.92
12 X 6 Anchor Tee in lieu of 8 X 6 Anchor Tee						89.56	5.00			447.80
12 X 2 Tap Cap in lieu of 8 X 2 Tap Cap						63.25	3.00			189.75
12" 90 in lieu of 8" 90						177.29	1.00			177.29
12 X 8 Reducer						158.13	1.00			158.13
20 X 12 Casing Spacer in lieu of 16 X 8 Casing Spacer						0.97	36.00			34.92
20 X 12 End Seal in lieu of 16 X 8 End Seal						19.29	8.00			154.32
12" Mega-a-Lug in lieu of 8" Mega-a-Lug						108.89	91.00			9,908.99
Total Materials for Betterment							-			**119,770.55**
Summary							**Actual**			
Labor & Equipment							1,962,485.00			
Indirect Cost							1,316,242.58			
Miscellaneous Materials							210,590.00			
Materials							417,632.39			
Sub-Contractor							-			

West Wilson Utility District
Job Billing Worksheet

Item	Labor Cost per Hour	Indirect Cost per Hour	Labor Burden Cost per Hour	Total Labor w/Burden Cost per Hour	Machine Cost per Hour	Billing Rate per Hour	Actual Hours	Billing Amount Indirect Cost	Billing Amount Labor & Equipment	Total Billing Amount
Sales Tax							-			
Materials for Betterment							**(119,770.55)**			
Total							$ 3,787,179.42			

File #: 1785 **Agenda Date:** 6/22/2026 **Agenda #:** 10.B.

Title:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION -2026

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet seeks to improve roadway safety within the City; and

WHEREAS, this grant will be used to implement various safety improvements on Sunset Drive, Providence Trail, W. Division Street, Curd Road, and Nonaville Road; and

WHEREAS, the City of Mt. Juliet desires to coordinate with FHWA on this grant program and to develop the implementation project; and

WHEREAS, FHWA has provided the City of Mt. Juliet with an agreement for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project; and

WHEREAS, the City of Mt. Juliet desires to approve the agreement with FHWA for the project.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Board of Commissioners approves the Agreement with FHWA.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement with FHWA.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

RESOLUTION -2026

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL IMPLEMENTATION PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

The projects: Implementation of various safety improvements on Sunset Drive, Providence Trail, W. Division Street, Curd Road, and Nonaville Road.

Contract: FHWA has provided the City of Mt. Juliet with an agreement for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project.

Funding: FHWA's SS4A grant covers 80% of the design and construction costs, with 20% being the City's match. Therefore, the grant would cover $5,128,320 with Federal funding and the City's match would be $1,282,080.

Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

1. Federal Award No.
693JJ32640573

2. Effective Date
See No. 15 Below

3. Assistance Listings No.
20.939

4. Award To
City of Mt. Juliet
2425 N. Mt. Juliet Road
Mount Juliet, TN 37122

Unique Entity Id.: KTJLLKJ28MB7
TIN No.: 62-0909621

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop W56-485
Washington, DC 20590

6. Period of Performance
Effective Date of Agreement – 60 Months

7. Total Amount

Federal Share:	$5,128,320.00
Recipient Share:	$1,282,080.00
Other Federal Funds:	$0
Other Funds:	$0
Total:	$6,410,400.00

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA260426PR

11. Federal Funds Obligated
Base Phase (Pre-NEPA): $493,640.00

12. Submit Payment Requests To
See Article 5.

13. Description of the Project
The Mt. Juliet Safe Streets Implementation project will employ low-cost, high impact strategies to address roadway safety along six (6) high-priority segments of roadway. The safety improvements will be employed along segments of Sunset Drive, Providence Trail, W. Division (2 separate segments), Curd Road, and Nonaville Road.

RECIPIENT

14. Signature of Person Authorized to Sign

_____

Signature Date

Name: James Maness

Title: Mayor

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Agreement Officer

_____

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Mt. Juliet (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the Mt. Juliet Safe Streets Implementation project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All ("SS4A") Grant Program," dated January 22, 2026 which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2025." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Mt. Juliet Safe Streets Implementation project

Application Date: June 24, 2025

2.2 Award Amount.

SS4A Grant Amount: $5,128,320.00

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase of Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Base Phase: Pre-NEPA	$493,640	

Obligation Condition Table		
Phase of Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 1: Final Design, ROW Activities, and Utility Relocation.	$448,832	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation or Demonstration Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase of Project	**Allocation of the SS4A Grant**	**Obligation Condition**
Option Phase 2: Construction	$4,185,848	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project or Demonstration Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award – 09/30/2027

Option Phase 1 Budget Period: [Reserved]

Option Phase 2 Budget Period: [Reserved]

2.5 Grant Designation.

Designation: Implementation

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Narrative: This award is for an implementation project.

The Mt. Juliet Safe Streets Implementation project will employ low-cost, high impact strategies to address roadway safety along six (6) high-priority segments of roadway. The safety improvements will be employed along segments of Sunset Drive, Providence Trail, W. Division (2 separate segments), Curd Road, and Nonaville Road. The safety improvements include installation of guardrail, paved shoulders, centerline and edge line rumble strips, traffic calming, rectangular rapid flashing beacons, raised pavement markings, and curve feedback warning signs. Prior to Implementation of the improvements, the project will conduct NEPA, Final Design, ROW acquisition, and utility relocation, if necessary.

The project will be completed in three phases.

Base Phase: Pre-NEPA: Will perform work to meet the requirements of the National Environmental Policy Act ("NEPA"), Section 106 of the National Historic Preservation Act ("NHPA"), and any other applicable environmental laws and regulations. This phase will also involve work related to survey and preliminary plan development.

Option Phase 1: Final Design, Right-of-Way, and Utility Relocation: This phase will include the development of Right-of-Way plans, Construction Plans, and bid documents. This phase will also include ROW acquisition and Utility Relocation, if necessary. This phase will include bid services by the consultant.

Option Phase 2: Construction: This phase will construct/install low-cost, high impact strategies to address roadway safety along six (6) high-priority segments of roadway. This phase will also include administration and engineering fees related to construction oversight and inspection.

3.2 Project's Estimated Schedule.

Implementation Schedule (Construction)

Milestone	Schedule Date
Planned NEPA Completion Date:	09/30/2027
Planned Construction Substantial Completion and Open to Public Use Date:	03/31/2031
Planned SS4A Final Report Date:	06/30/2031

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$5,128,320
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$1,282,080
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$6,410,400

(b) Cost Classification Table

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	$276,800	$0	**$276,800**
Architectural and engineering fees	$560,100	$0	**$560,100**
Project inspection fees	$699,800	$0	**$699,800**
Contingencies	$919,900	$0	**$919,900**
Construction	$3,953,800	$0	**$3,953,800**
Project Total	**$6,410,400**	**$0**	**$6,410,400**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Matthew White
Public Works Director
City of Mt. Juliet
115 Clemmons Road
615-773-7957
mwhite@mtjuliet-tn.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Matthew White	Public Works Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: W56-485
1200 New Jersey Avenue, S.E.
Washington, DC 20590
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Tennessee
Agreement Officer's Representative (AOR)
404 BNA Drive, Suite 508, Nashville, TN 37217
615-781-5770
Tennessee.FHWA@dot.gov

and

Sonya Baker
Tennessee Division Office, Division Lead Point of Contact
Safety Engineer
404 BNA Drive, Suite 508
Nashville, TN 37217
615-781-5788
sonya.baker@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2025 NOFO corresponding with any "no" responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan's safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.

6.5 The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

6.6 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.7 There are no other special grant requirements.

ATTACHMENT A

PERFORMANCE MEASUREMENT INFORMATION

Study Area: Sunset Drive (Lebanon Road to Sunset Circle), Providence Trail (Providence Pkwy to S. Rutland Road), W. Division Street (S. Greenhill Road to N. Mt. Juliet Road), Curd Road (Lebanon Road to Golden Bear Gateway), W. Division Street (Chandler Road to S. Greenhill Road), and Nonaville Road (Sports Road to Lebanon Road).

Baseline Measurement Date: 10/01/2029

Baseline Report Date: 12/01/2029

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

Scope: N/A

Schedule: N/A

Budget: N/A

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Mt. Juliet has established a Title VI Compliance Manual, which includes Equal Employment Opportunity (EEO) policies. The Mt. Juliet Title VI compliance manual sets policies to remove barriers to EEO, policies to ensure no one is discriminated against, efforts to ensure contractors comply with Title VI, employee education requirements, and complaint procedures. The City is assessed by the State of Tennessee every 3 years on our Title VI program and the City received a letter of compliance from the State in 2025. Furthermore, the City establishes a Disadvantaged Business Enterprises (DBE) goal for all projects that have Federal Funding.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

2. Supporting Narrative.

N/A

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

File #: 1786 **Agenda Date:** 6/22/2026 **Agenda #:** 10.C.

Title:

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE CREEKSIDE DRIVE INTERCEPTOR UPSIZING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

RESOLUTION - 2026

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE CREEKSIDE DRIVE INTERCEPTOR UPSIZING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

WHEREAS, the City of Mt. Juliet seeks to upsize a portion of the Creekside Drive Interceptor; and

WHEREAS, the City of Mt. Juliet has received and reviewed Eleven (11) bids for the project and finds West Farms & Construction, LLC ("Contractor") to be the lowest responsive, responsible bidder for the project; and

WHEREAS, the City of Mt. Juliet desires to award the construction contract to the Contractor for construction of the Project.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Board of Commissioners approves the contract with the Contractor in the total amount of $2,134,346.00 for the construction of the Project.

Section 2. Mayor James Maness is hereby authorized to execute the said contract with the Contractor.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE CREEKSIDE DRIVE INTERCEPTOR UPSIZING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

Executive Summary

The project: The furnishing, installing, and testing of approximately 4,668 linear feet of 18-inch PVC gravity interceptor sewer main replacements and concrete manholes, and unclassified excavation, stream crossings, sediment/erosion control procedures, rip-rap streambank stabilization, backfill, tie-ins of all lines entering existing manholes, bypass pumping of wastewater flows, working in close proximity with other utilities, testing, reconnections/tie-ins, sewer service reconnections, surface and property restoration, pavement restoration, and all other appurtenances and other work as shown on the Construction Drawings or indicated in the Contract Specifications.

Contract: The City of Mt. Juliet has received and reviewed Eleven (11) bids and finds West Farms & Construction, LLC to be the lowest responsive, responsible bidder for the project in the amount of $2,143,346.

Funding: This project is fully funded through the approved FY25-26 budget.

Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

TELEPHONE: 615/366-6088
FAX: 615/366-6203

Water Management Services, LLC

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

May 21, 2026

Mr. Tim Forkum, Utility Director
Department of Public Works
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, Tennessee 37122

RE: City of Mt. Juliet; Dept. of Public Works
2025 Sewer Improvements
(WMS No. 22140)

Dear Mr. Forkum:

We have completed our review of the bids received at 10:00 a.m. on April 30th, 2026 for the above referenced project. Our review of the bids found that six bids contained arithmetical errors, which have been corrected in the bid tabulation. This error did not change the ranking of the bids. A copy of the bid tabulation is attached for your review, and a ranking of these bids is as follows:

	CONTRACTOR RANKING	TOTAL BID
1	West Farms & Construction, LLC	$2,134,346.00
2	REV Construction Inc.	$2,168,090.00
3	Fischer Excavating, Inc.	$2,325,508.00
4	Pipeworks Plus Inc.	$2,371,120.00
5	Hawkins & Price, LLC	$2,444,120.00
6	Isinguard Construction Group, Inc.	$2,539,455.00
7	Cumberland Pipeline, LLC	$2,541,168.00
8	The Parkes Companies, Inc.	$2,552,285.00
9	Cleary Construction Inc.	$2,785,490.00
10	Jarrett Builders, Inc.	$3,474,564.50
11	James N. Bush Construction, Inc.	$3,855,785.00

As indicated by the ranking, West Farms & Construction, LLC was found to be the lowest bidder for the project. The low bid of $2,134,346.00 was below the engineers' estimate for the project. Based on our review of the references the contractor has some experience with similar types of sewer replacement projects and was given positive reviews by their listed references. Based on our research and those recommendations, the contractor appears has a satisfactory "track record" of completed work on sewer projects. Therefore, we recommend award of the project to West Farms & Construction, LLC. In the amount of $2,134,346.00.

If the City accepts this recommendation and awards this project to West Farms & Construction, LLC, then a Contract can be entered into between the City of Mt. Juliet and West Farms & Construction, LLC provided this firm can obtain the required bonds and insurance.

Please contact us if you have any questions regarding the above.

Respectfully submitted,

Steven M. Jones, P.E.

Enclosures

Ccs: Mr. Kenny Martin, City Manager, w/enclosure, via email
Ms. Dana Hire, City Finance Director, w/enclosure
Mr. Shane Shamanur, City Engineer, w/enclosure via email
Ms. Donna Howard, Administrative Assistant, w/enclosure, via email

CITY OF MT. JULIET, TN DEPT OF PUBLIC WORKS
2025 SEWER IMPROVEMENTS
BID DATE: THURSDAY, APRIL 30TH 2026 @ 10:00AM
WMS PROJECT NO. 22140

ITEM	DESCRIPTION	QUANTITY	West Farms & Construction, LLC 210 Beasley Bend Rd. Riddleton, TN 37151 TN License No. 76635		REV Construction Inc. 5801 Grover Burchfield Dr. Tuscaloosa, AL 35401 TN License No. 74553		Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032 TN License No. 81737		Pipeworks Plus Inc. 306 Steelman Loop Rd. Fayetteville, TN 37334 TN License No. 54203		Hawkins & Price, LLC 5096 Hwy 64E Wartrace, TN 37183 TN License No. 49087		Isinguard Construction Group, Inc. 656 Lebanon Hwy Carthage, TN 37030 TN License No. 74583		Cumberland Pipeline, LLC 2909 Cane Valley Mill Road Columbia, KY 42728 TN License No. 68387		The Parkes Companies, Inc. 105 Reynolds Drive Franklin, TN 37064 TN License No.		Cleary Construction Inc. 2006 Edmonton Road Tompkinsville, KY 42167 TN License No. 41957	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A.	Unit Price Construction Items for Sewer Mains																			
1	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	250 LF	$268.45	$67,112.50	$407.00	$101,750.00	$335.00	$83,750.00	$425.00	$106,250.00	$355.00	$88,750.00	$415.00	$103,750.00	$535.00	$133,750.00	$604.00	$151,000.00	$675.00	$168,750.00
2	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 0-6 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	270 LF	$230.00	$62,100.00	$257.00	$69,390.00	$254.00	$68,580.00	$365.00	$98,550.00	$315.00	$85,050.00	$390.00	$105,300.00	$408.00	$110,160.00	$305.00	$82,350.00	$357.00	$96,390.00
3	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 6-9 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	3,280 LF	$365.10	$1,197,528.00	$276.00	$905,280.00	$359.00	$1,177,520.00	$365.00	$1,197,200.00	$335.00	$1,098,800.00	$398.00	$1,305,440.00	$410.00	$1,344,800.00	$315.00	$1,033,200.00	$359.00	$1,177,520.00
4	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 9 feet or greater depths, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	698 LF	$265.00	$184,970.00	$310.00	$216,380.00	$274.00	$191,252.00	$365.00	$254,770.00	$340.00	$237,320.00	$404.00	$281,992.00	$468.00	$326,664.00	$320.00	$223,360.00	$360.00	$251,280.00
5	Proposed 18" DR 17 IPS HDPE sanitary sewer main, all depths, inside existing 20" casing pipe, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	105 LF	$371.00	$38,955.00	$900.00	$94,500.00	$360.00	$37,800.00	$540.00	$56,700.00	$445.00	$46,725.00	$598.00	$62,790.00	$475.00	$49,875.00	$775.00	$81,375.00	$680.00	$71,400.00
6	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under creek per Standard Creek Crossing Detail and TDEC permit, including handling wastewater flows, handling creek flows, concrete check dams, concrete encasement, and all other work described in the Contract Documents and permits, complete in place and ready	65 LF	$455.00	$29,575.00	$1,600.00	$104,000.00	$873.00	$56,745.00	$460.00	$29,900.00	$2,760.00	$179,400.00	$382.00	$24,830.00	$943.00	$61,295.00	$1,500.00	$97,500.00	$2,350.00	$152,750.00
7	Replace existing manhole with new standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Concrete Admixture 0-9 feet deep, complete in place and ready for	20 EA	$8,804.00	$176,080.00	$11,000.00	$220,000.00	$13,330.00	$266,600.00	$12,650.00	$253,000.00	$9,690.00	$193,800.00	$6,950.00	$139,000.00	$8,232.00	$164,640.00	$10,600.00	$212,000.00	$15,000.00	$300,000.00
8	Install new standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Admixture, 0-9 deep, complete in place and ready for use.	4 EA	$5,972.00	$23,888.00 *	$11,000.00	$44,000.00 *	$15,520.00	$62,080.00	$12,650.00	$50,600.00	$8,495.00	$33,980.00	$5,800.00	$23,200.00 *	$8,782.00	$35,128.00 *	$6,720.00	$26,880.00	$15,000.00	$60,000.00
9	Additional depth of manhole circular sidewall with Xypex Admixture, 9' + depth, complete in place and ready for use.	15 VF	$1,795.00	$26,925.00	$1,800.00	$27,000.00	$66.00	$990.00	$800.00	$12,000.00	$1,055.00	$15,825.00	$548.00	$8,220.00	$182.00	$2,730.00	$1,200.00	$18,000.00	$1,000.00	$15,000.00
10	Watertight manhole frame and cover watertight manhole frame and cover, complete in place and ready for use.	25 EA	$2,234.00	$55,850.00	$1,600.00	$40,000.00	$1,095.00	$27,375.00	$1,400.00	$35,000.00	$3,350.00	$83,750.00	$2,250.00	$56,250.00	$825.00	$20,625.00	$2,400.00	$60,000.00	$1,400.00	$35,000.00
11	Install manhole sewer marker / bollard, complete in place and ready for use.	9 EA	$531.00	$4,779.00	$1,400.00	$12,600.00	$647.00	$5,823.00	$1,300.00	$11,700.00	$950.00	$8,550.00	$322.00	$2,898.00	$922.00	$8,298.00	$1,970.00	$17,730.00	$500.00	$4,500.00
12	Install manhole vent pipe assembly, complete in place and ready for use.	4 EA	$1,978.50	$7,914.00	$6,100.00	$24,400.00	$4,616.00	$18,464.00	$6,000.00	$24,000.00	$6,000.00	$24,000.00	$8,300.00	$33,200.00	$2,506.00	$10,024.00	$7,500.00	$30,000.00	$7,500.00	$30,000.00
13	18" x 6" sewer service connection on PVC gravity sewer mains, complete in place and ready for use.	7 EA	$2,492.00	$17,444.00	$4,600.00	$32,200.00	$2,305.00	$16,135.00	$3,800.00	$26,600.00	$5,070.00	$35,490.00	$2,500.00	$17,500.00	$2,750.00	$19,250.00	$6,500.00	$45,500.00	$4,000.00	$28,000.00
14	6" SDR 26 PVC sewer service line and / or riser pipe, under or outside of roadway, complete in place and ready for use.	70 LF	$67.00	$4,690.00	$100.00	$7,000.00	$178.00	$12,460.00	$100.00	$7,000.00	$125.00	$8,750.00	$60.00	$4,200.00	$112.00	$7,840.00	$950.00	$66,500.00	$135.00	$9,450.00
15	4" or 6" PVC sewer service reconnections including all fittings with clean-out box, complete in place and ready for use.	7 LSE	$2,508.50	$17,559.50	$2,100.00	$14,700.00	$2,206.00	$15,442.00	$2,600.00	$18,200.00	$2,860.00	$20,020.00	$7,500.00	$52,500.00	$3,400.00	$23,800.00	$4,000.00	$28,000.00	$2,500.00	$17,500.00
16	Reconnect existing gravity sewer mains (various sizes) to proposed manholes, complete in place and ready for use.	6 EA	$2,156.50	$12,939.00	$5,700.00	$34,200.00	$1,331.00	$7,986.00	$2,000.00	$12,000.00	$5,030.00	$30,180.00	$4,500.00	$27,000.00	$3,500.00	$21,000.00	$1,000.00	$6,000.00	$6,000.00	$36,000.00
17	Bulkhead existing sewer mains (various sizes), complete in place.	2 EA	$1,180.00	$2,360.00 *	$5,700.00	$11,400.00 *	$1,006.00	$2,012.00	$1,500.00	$3,000.00	$3,200.00	$6,400.00	$4,800.00	$9,600.00 *	$2,500.00	$5,000.00 *	$3,000.00	$6,000.00 *	$4,000.00	$8,000.00
18	Abandon and / or remove existing manholes (various sizes), complete in place.	5 EA	$2,478.00	$12,390.00 *	$2,400.00	$12,000.00 *	$668.00	$3,340.00	$1,800.00	$9,000.00	$4,000.00	$20,000.00	$305.00	$1,525.00 *	$4,950.00	$24,750.00 *	$5,500.00	$27,500.00 *	$1,500.00	$7,500.00
19	Earthen check dam, complete in place and ready for use.	23 EA	$708.00	$16,284.00	$1,200.00	$27,600.00	$518.00	$11,914.00	$1,000.00	$23,000.00	$2,400.00	$55,200.00	$3,000.00	$69,000.00	$1,375.00	$31,625.00	$1,850.00	$42,550.00	$2,000.00	$46,000.00
20	Topsoil and seeding of trenches, complete in place.	4,320 LF	$7.45	$32,184.00	$8.00	$34,560.00	$17.00	$73,440.00	$10.00	$43,200.00	$15.00	$64,800.00	$18.00	$77,760.00	$7.00	$30,240.00	$30.00	$129,600.00	$25.00	$108,000.00
21	Pavement replacement, in compliance with city paving standards for parallel or crossing cuts, complete in place.	20 LF	$525.00	$10,500.00	$160.00	$3,200.00	$540.00	$10,800.00	$880.00	$17,600.00	$345.00	$6,900.00	$500.00	$10,000.00	$880.00	$17,600.00	$350.00	$7,000.00	$1,000.00	$20,000.00
22	Asphalt driveway / parking lot pavement replacement / greenway, complete in place and ready for use.	30 LF	$819.00	$24,570.00	$160.00	$4,800.00	$920.00	$27,600.00	$440.00	$13,200.00	$115.00	$3,450.00	$450.00	$13,500.00	$440.00	$13,200.00	$330.00	$9,900.00	$575.00	$17,250.00
23	Concrete driveway replacement, complete in place and ready for	180 LF	$388.50	$69,930.00	$265.00	$47,700.00	$430.00	$77,400.00	$180.00	$32,400.00	$145.00	$26,100.00	$280.00	$50,400.00	$154.00	$27,720.00	$418.00	$75,240.00	$350.00	$63,000.00
24	Gravel driveway replacement, complete in place.	50 LF	$34.00	$1,700.00	$45.00	$2,250.00	$19.00	$950.00	$25.00	$1,250.00	$110.00	$5,500.00	$38.00	$1,900.00	$55.00	$2,750.00	$220.00	$11,000.00	$85.00	$4,250.00
B.	Unit Price Construction Items Ordered by the Engineer																			
25	Class C concrete (2,000 psi) for encasement, concrete caps (including reinforcing steel) including concrete for bulk-heading existing pipes (as required), complete in place.	10 CY	$350.00	$3,500.00	$530.00	$5,300.00	$915.00	$9,150.00	$350.00	$3,500.00	$550.00	$5,500.00	$275.00	$2,750.00	$220.00	$2,200.00	$270.00	$2,700.00	$500.00	$5,000.00
26	Bituminous (temporary) cold mix asphalt, complete in place.	20 TON	$164.00	$3,280.00	$530.00	$10,600.00	$328.00	$6,560.00	$150.00	$3,000.00	$315.00	$6,300.00	$200.00	$4,000.00	$200.00	$4,000.00	$300.00	$6,000.00	$375.00	$7,500.00
27	Unclassified excavation for undercuts, complete in place.	30 CY	$47.00	$1,410.00	$240.00	$7,200.00	$25.00	$750.00	$65.00	$1,950.00	$80.00	$2,400.00	$30.00	$900.00	$150.00	$4,500.00	$280.00	$8,400.00	$105.00	$3,150.00
28	Crushed stone backfill for undercuts, complete in place.	30 CY	$156.00	$4,680.00	$136.00	$4,080.00	$63.00	$1,890.00	$85.00	$2,550.00	$150.00	$4,500.00	$35.00	$1,050.00	$150.00	$4,500.00	$80.00	$2,400.00	$110.00	$3,300.00
29	Silt Fencing, sediment tubes, or approved equal device(s) for erosion control, complete in place	4,000 LF	$1.75	$7,000.00	$9.00	$36,000.00	$10.00	$40,000.00	$5.00	$20,000.00	$10.00	$40,000.00	$11.00	$44,000.00	$5.00	$20,000.00	$10.00	$40,000.00	$5.00	$20,000.00
C.	Lump Sum Construction Items Ordered by the Engineer																			
30	Connect proposed 18" sewer main to existing manhole at Station 0+00 on Sheet 3, including but not limited to handling wastewater flows, resilient manhole connector boot, reworking invert, kor-n-seal connection and all other work required and/or indicated for a complete and ready to use installation.	1 LSE	$16,249.00	$16,249.00	$14,000.00	$14,000.00	$10,700.00	$10,700.00	$4,000.00	$4,000.00	$6,680.00	$6,680.00	$5,000.00	$5,000.00	$13,204.00	$13,204.00	$4,600.00	$4,600.00	$19,000.00	$19,000.00
	Total of All Unit Price and Lump Sum Construction Items 1 - 30			$2,134,346.00 *		$2,168,090.00 *		$2,325,508.00		$2,371,120.00		$2,444,120.00		$2,539,455.00 *		$2,541,168.00 *		$2,552,285.00 *		$2,785,490.00

* error corrected

I hereby certify that this is a true and correct bid tab with all arithmetic errors corrected.

Water Management Services, LLC

5-1-2026
Date

CITY OF MT. JULIET, TN DEPT OF PUBLIC WORKS
2025 SEWER IMPROVEMENTS
BID DATE: THURSDAY, APRIL 30TH 2026 @ 10:00AM
WMS PROJECT NO. 22140

ITEM	DESCRIPTION	QUANTITY	Jarrett Builders, Inc. 1106 Lebanon Pike Nashville, TN 37210 TN License No. 40392 UNIT PRICE	TOTAL	James N. Bush Construction, Inc. 6580 Smithville Hwy Silver Point, TN 38582 TN License No. 10957 UNIT PRICE	TOTAL
A.	Unit Price Construction Items for Sewer Mains					
1	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	250 LF	$507.25	$126,812.50	$700.00	$175,000.00
2	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 0-6 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	270 LF	$488.75	$131,962.50	$385.00	$103,950.00
3	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 6-9 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	3,280 LF	$433.00	$1,420,240.00	$582.00	$1,908,960.00
4	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 9 feet or greater depths, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	698 LF	$536.75	$374,651.50	$470.00	$328,060.00
5	Proposed 18" DR 17 IPS HDPE sanitary sewer main, all depths, inside existing 20" casing pipe, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	105 LF	$297.00	$31,185.00	$400.00	$42,000.00
6	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under creek per Standard Creek Crossing Detail and TDEC permit, including handling wastewater flows, handling creek flows, concrete check dams, concrete encasement, and all other work described in the Contract Documents and permits, complete in place and ready	65 LF	$1,512.00	$98,280.00	$835.00	$54,275.00
7	Replace existing manhole with new standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Concrete Admixture 0-9 feet deep, complete in place and ready for	20 EA	$12,535.50	$250,710.00	$25,000.00	$500,000.00
8	Install new standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Admixture, 0-9 deep, complete in place and ready for use.	4 EA	$12,535.50	$50,142.00	$30,000.00	$120,000.00
9	Additional depth of manhole circular sidewall with Xypex Admixture, 9' + depth, complete in place and ready for use.	15 VF	$1,533.75	$23,006.25	$2,000.00	$30,000.00
10	Watertight manhole frame and cover watertight manhole frame and cover, complete in place and ready for use.	25 EA	$2,046.00	$51,150.00	$3,000.00	$75,000.00
11	Install manhole sewer marker / bollard, complete in place and ready for use.	9 EA	$1,052.75	$9,474.75	$2,500.00	$22,500.00
12	Install manhole vent pipe assembly, complete in place and ready for use.	4 EA	$5,247.75	$20,991.00	$8,000.00	$32,000.00
13	18" x 6" sewer service connection on PVC gravity sewer mains, complete in place and ready for use.	7 EA	$7,796.00	$54,572.00	$6,000.00	$42,000.00
14	6" SDR 26 PVC sewer service line and / or riser pipe, under or outside of roadway, complete in place and ready for use.	70 LF	$193.75	$13,562.50	$200.00	$14,000.00
15	4" or 6" PVC sewer service reconnections including all fittings with clean-out box, complete in place and ready for use.	7 LSE	$6,439.00	$45,073.00	$3,900.00	$27,300.00
16	Reconnect existing gravity sewer mains (various sizes) to proposed manholes, complete in place and ready for use.	6 EA	$4,552.25	$27,313.50	$5,000.00	$30,000.00
17	Bulkhead existing sewer mains (various sizes), complete in place.	2 EA	$4,908.00	$9,816.00	$10,000.00	$20,000.00
18	Abandon and / or remove existing manholes (various sizes), complete in place.	5 EA	$3,104.50	$15,522.50	$15,000.00	$75,000.00
19	Earthen check dam, complete in place and ready for use.	23 EA	$1,828.25	$42,049.75	1000	$23,000.00
20	Topsoil and seeding of trenches, complete in place.	4,320 LF	$122.50	$529,200.00	$12.00	$51,840.00
21	Pavement replacement, in compliance with city paving standards for parallel or crossing cuts, complete in place.	20 LF	$400.00	$8,000.00	$800.00	$16,000.00
22	Asphalt driveway / parking lot pavement replacement / greenway, complete in place and ready for use.	30 LF	$221.25	$6,637.50	$180.00	$5,400.00
23	Concrete driveway replacement, complete in place and ready for	180 LF	$111.25	$20,025.00	$350.00	$63,000.00
24	Gravel driveway replacement, complete in place.	50 LF	$51.75	$2,587.50	$160.00	$8,000.00
B.	Unit Price Construction Items Ordered by the Engineer					
25	Class C concrete (2,000 psi) for encasement, concrete caps (including reinforcing steel) including concrete for bulk-heading existing pipes (as required), complete in place.	10 CY	$429.50	$4,295.00	$350.00	$3,500.00
26	Bituminous (temporary) cold mix asphalt, complete in place.	20 TON	$336.25	$6,725.00 *	$200.00	$4,000.00
27	Unclassified excavation for undercuts, complete in place.	30 CY	$90.00	$2,700.00	$150.00	$4,500.00
28	Crushed stone backfill for undercuts, complete in place.	30 CY	$171.00	$5,130.00	$150.00	$4,500.00
29	Silt Fencing, sediment tubes, or approved equal device(s) for erosion control, complete in place	4,000 LF	$6.75	$27,000.00	$8.00	$32,000.00
C.	Lump Sum Construction Items Ordered by the Engineer					
30	Connect proposed 18" sewer main to existing manhole at Station 0+00 on Sheet 3, including but not limited to handling wastewater flows, resilient manhole connector boot, reworking invert, kor-n-seal connection and all other work required and/or indicated for a complete and ready to use installation.	1 LSE	$65,749.75	$65,749.75	$40,000.00	$40,000.00
	Total of All Unit Price and Lump Sum Construction Items 1 - 30			$3,474,564.50 *		$3,855,785.00 *

** error corrected*

VOLUME I OF
CONTRACT DOCUMENTS
FOR THE

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

WPN 26.0091

APPROVED FOR CONSTRUCTION

THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND REVIEWED BY THE

TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION

DIVISION OF WATER RESOURCES

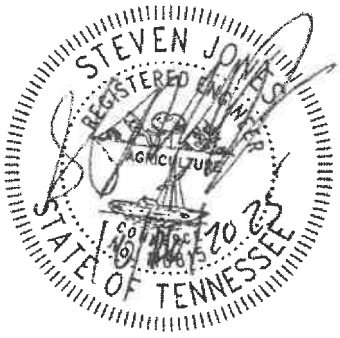
AND IS HEREBY APPRIOVED FOR CONSTRUCTION BY THE COMMISSIONER

Michael J Bascom

March 24, 2026

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE COMMISSIONER THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

APPROVAL EXPIRES ONE YEAR FROM ABOVE DATE



WATER MANAGEMENT SERVICES, LLC
2 INTERNATIONAL PLAZA, SUITE 401
NASHVILLE, TENNESSEE 37217
(615) 366-6088
Fax (615) 366-6203

WMS No. 22140

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

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PROPOSAL SECTION

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID
FOR
CONSTRUCTION OF

2025 SEWER IMPROVEMENTS

RECEIPT OF PROPOSALS

Sealed Proposals for the construction of 2025 Sewer Improvements project, will be received at the office of the City of Mt. Juliet Finance Department located at City Hall at 2425 North Mt. Juliet Road, Mt. Juliet, Tennessee 37122, Attention: Ms. Dana Hire, Finance Director, on or before 10:00 a.m. (local time) on Thursday, April 30th, 2026 and immediately thereafter all bids will be publicly opened and read aloud. Electronic Bids will not be accepted.

Sealed envelopes containing Proposals shall be marked "Proposal for the City of Mt. Juliet, Tennessee, Department of Public Works, "2025 Sewer Improvements." Bidders must be licensed by the State of Tennessee to perform the work required. The envelope containing the bid shall be marked to show the bidder's Tennessee Contractor's license number, expiration date and the part of the classification applying to the bid, otherwise the bid will not be opened. No Proposal will be considered unless it is made on the Proposal form which is included in the Contract Documents. The Proposal must not be removed from the Contract Documents with which it has been bound by the City of Mt. Juliet, Tennessee. This Proposal must be addressed as indicated in the previous paragraph. It shall be the Bidder's responsibility that the envelope be properly addressed to ensure that the proposal is received on or before the appropriate time.

The project will include the following described construction:

> The furnishing, installing, and testing of approximately 4,668 linear feet of 18-inch PVC gravity interceptor sewer main replacements and concrete manholes, and unclassified excavation, stream crossings, sediment / erosion control procedures, rip-rap streambank stabilization, backfill, tie-ins of all lines entering existing manholes, bypass pumping of wastewater flows, working in close proximity with other utilities, testing, reconnections/tie-ins, sewer service reconnections, surface and property restoration, pavement restoration, and all other appurtenances and other work as shown on the Construction Drawings or indicated in the Contract Specifications.

CONTRACT DOCUMENTS

All work must be performed in accordance with the Contract Documents which are available for inspection at the following locations:

City of Mt. Juliet
Department of Public Works (Sewer)
71 East Hill Street
Mt. Juliet, Tennessee 37122

Builders Exchange of Tennessee
301 S. Perimeter Park Drive
Suite 100, Office 9
Nashville, Tennessee 37211

Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, Tennessee 37217

Nashville Contractor's Association
7430 Burleson Lane
Murfreesboro, Tennessee 37129

Official (numbered) Bid Documents shall be obtained at the office of Water Management Services, LLC, 2 International Plaza, Suite 401, Nashville, Tennessee 37217 (telephone: (615-366-6088). A fee of $100.00 must be made for each set obtained.

SUBMISSION

It shall be the responsibility of the bidder to submit a bid response which complies with: the conditions and specifications of the Bid Document; policies and procedures of the City of Mt. Juliet and applicable laws of the State of Tennessee: and any other applicable laws, regulations and requirements.

CITY OF MT. JULIET - TITLE VI COMPLIANCE

It is the policy of the City of Mt. Juliet to provide equal employment opportunities and to provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the City Manager at (615) 754-2552 or at 2425 N. Mt. Juliet Rd., P.O. Box 256, Mt. Juliet, Tennessee 37121. Requests for accommodation of a disability should be directed to the City Manager at (615) 754-2552 or at 2425 N. Mt. Juliet Rd., P.O. Box 256, Mt. Juliet, Tennessee 37121.

BID SECURITY

Each Proposal shall be accompanied by a certified or cashier's check or a satisfactory bid bond payable to the City of Mt. Juliet, Tennessee in amount not less than five (5) percent of the Base Bid as a guarantee that the bidder will, within fifteen (15) days after the date of the award of the Contract, execute an Agreement and file bonds and insurance as required by the Contract Documents if his Proposal is accepted.

If an intended awardee fails to execute and file an Agreement, bonds and insurance as required by the Contract Document, the entire amount of the security submitted with the Proposal shall be forfeited.

LICENSE

Subject to the provisions of Chapter 6 of Title 62 of the Tennessee Codes Annotated, the Contractor's attention is directed to the Tennessee Codes Annotated Section 62-6-119 which states that it will be necessary for each bidder and their subcontractors to show evidence of a license before his bid will be considered and that the license number, expiration date, and that part of classification applying to the bid appear on the envelope containing the bid; otherwise the bid shall not be opened.

"62-6-119. Bid documents – Penalties

(a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

(b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents, including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:

(1) The name, license number, expiration date, thereof, and license classification of the contractor applying to bid for the prime contract.

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars ($100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars ($25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L, or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars ($25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars ($100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope provided or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representative shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or any similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall only apply to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public, and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120(b).

(f) Notwithstanding the Uniform Administrative Procedure Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars ($5,000) for willful violation of this section.

HISTORY: Acts 1976, ch 822, § 20; T.C.A., § 62-620; Acts 1986, ch. 718, § 2; 1989, ch. 591, § 111; 1990, ch 868, § 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch.

153, § 1; 2001, ch. 222, §3; 2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010, ch 801, § 1; 2011, ch. 12, §§ 1, 2; 2014, ch. 644, §1."

ADDENDA AND QUESTIONS CONCERNING BID DOCUMENTS

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

"12-4-126

(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

(b) Any questions concerning the bid documents must be received by the designer no less than ninety-six (96) hours before bid opening date.

(c) This section shall not apply to the department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds."

COMPLIANCE

In the performance of a contract the contractor must comply with all applicable federal, state, and city regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.

BID PREPARATION COSTS

The City is not liable for any costs incurred by the bidder in quote preparation.

CONFLICT OF INTEREST

An elected or appointed official, or employee of the City of Mt. Juliet may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the elected or appointed official, or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the elected or appointed official, or employee has the power to take or withhold official action so as to affect the award or execution of the contract. Non-controlling ownership in stock of publicly held companies or ownership of mutual funds shall not be considered as a financial interest.

DEFAULT

In case of default by the contractor/vendor, for any reason whatsoever, the City of Mt. Juliet may procure the goods or services from another source and hold the contractor/vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract the contractor/vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SPECIAL NOTICE ON IRAN

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106. The link below will provide access to the list of entities that are covered by the Act:
https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

SPECIAL NOTICE ON ISRAEL

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief for submissions in excess of $250k, unless the contractor has fewer than 10 employees, each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

HOLDING OF PROPOSAL

No bid shall be withdrawn after the opening of the proposals without the consent of the City of Mt. Juliet, Tennessee for a period of ninety (90) days after the scheduled time of the closing of bids. The bid securities of all bidders, except those submitted with the three lowest acceptable bidders, will be returned within fifteen (15) days after the time of the opening of the bids. The bid security accompanying the three lowest acceptable proposals may be held by the City of Mt. Juliet, Tennessee until a construction contract has been executed and a satisfactory Performance Bond in the sum of the full amount of the Contract has been delivered to the City of Mt. Juliet, Tennessee.

TIME FOR COMPLETION

The successful bidder shall be required to fully complete all work in accordance with the terms and conditions of the Contract Documents within **300** consecutive calendar days from and including the date to start work established in a written order from the City of Mt. Juliet, Tennessee.

NOTE: The Contractor's attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and the Contract Agreement in addition to the Excess Cost of Engineering.

AWARD OF CONTRACT

The award of any Contract will be made by the City of Mt. Juliet, Tennessee to the lowest responsive, responsible bidder. Responsible bidder will be defined as one who furnished satisfactory evidence that the bidder has the experience and the ability and that he has sufficient capital and facilities to enable him to perform the work successfully and to complete the work within the time specified in the Contract Document. At a minimum, a responsible and responsive bidder shall be appropriately licensed by the State of Tennessee, have provided the required bid bond, have the capability of meeting the bond and insurance requirements, and be in compliance with Federal, State and local laws and regulations applicable to the project.

The City of Mt. Juliet, Tennessee reserves the right to reject any Proposal for failure to comply with all requirements of the notice or of any of the Contract Documents; however, it may waive any minor defects or informalities at its discretion. The City of Mt. Juliet, Tennessee further reserves the right to reject all Proposals.

Plans and specifications for this project were prepared by Water Management Services, LLC.

Dated at Mt. Juliet, Tennessee this 6th day of April, 2026.

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

BY: SHANE SHAMANUR, DIRECTOR OF ENGINEERING

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

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INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

1.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the Goods and Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing the Goods and Special Services, visit the site to become familiar with local conditions.

1.2 Each Bidder, by making his bid, represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the Bidder did not inform himself prior to bidding.

1.3 Each Bidder, by making his bid, represents that he has read and understands the bidding documents. The Bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

1.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1 and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services.

2. SUBSURFACE EXPLORATION DATA

Investigation of subsurface conditions at the site has not been made for the purpose of design. In the event this exploration has been done, the results are available for inspection by prospective bidders but are not a part of the Contract Documents. The Owner assumes no responsibility whatsoever with respect to the sufficiency or accuracy of these preliminary investigations, or of their interpretation, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur.

3. EASEMENTS

Portions of the improvements under this project will be constructed on private property for which easements have been secured by the Owner. Work performed on or use of such easements, shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

4. ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to the Owner through the Engineer at least 10 days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

"12-4-126

(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

(b) Any questions concerning the bid documents must be received by the designer no less than ninety-six (96) hours before bid opening date.

(c) This section shall not apply to the department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds."

5. EXAMINATION OF BIDDING DOCUMENTS

Each bidder, by making his bid, represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

6. MATERIAL SUBSTITUTION

Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful Contractor will not be allowed to make any substitutions on his own initiative but, in each instance, will be required to obtain authorization from the Engineer before installing any work in variance with the requirements of the Contract Documents.

7. APPROXIMATE QUANTITIES

On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

8. PREPARATION OF BID

Only bids which are made out on the bid form included in the Official (numbered) Bid Documents will be considered. **The bid form must not be separated from this document.** Amounts are to be shown in both words and figures. In case of discrepancy between words and figures, the words shall prevail unless it clearly appears, in Owner's opinion, that the words rather than the figures are in error. If any portion of the bid is required to be given in unit prices and totals, the unit prices shall prevail unless it clearly appears, in Owner's opinion, that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. A bid will be rejected if it does not contain a price for each and every item named in the bidding schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

9. SIGNING OF BID

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be regarded as irregular.

10. BID SECURITY

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that, if the bid is accepted, the bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

11. RETURN OF BID SECURITIES

The security of the three lowest bidders will be returned after the execution of the Agreement with the successful bidder and the approval of his bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

12. AGREEMENT, BONDS, INSURANCE

The attention of bidders is specifically directed to the General Conditions of the Contract and to the forms of Agreement and bonds to be executed and types of insurance to be taken out in the event a Contract award is made.

The attention of bidders is specifically directed to the General Conditions of the Contract relative to the Certificate of Insurance requirements. If the Surety declines to provide the Certificate of Insurance containing the specified cancellation clause verbiage, the Surety shall be required to provide a separate letter to the Owner/Engineer stating the surety shall notify the Certificate holder in writing thirty (30) days prior to cancellation, reduction, or change in coverage on this project.

13. BID SUBMITTAL

Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal. Reference shall be made to the Invitation for proper address as required on the envelope.

14. WITHDRAWAL OF BID

Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such bid, is filed with the Owner prior to the time specified for opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

15. DESIGNATION OF SUBCONTRACTORS

Each bidder shall list on the form included in these documents the names and addresses of all subcontractors who will perform work or labor or render service to the bidder on or about the construction site in addition to any and all requirements of Chapter 6 of Title 62 of the Tennessee Codes Annotated. Each bidder shall show on the form the portion of the work to be done by each subcontractor.

16. QUALIFICATION OF BIDDERS

It is the intention of the Owner to award a Contract only to a bidder who furnishes satisfactory evidence that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly and to complete the work within the time specified in the Contract Documents. Furthermore, it is the intention of the Owner to award a Contract only to a bidder with a satisfactory record of performance, skill, integrity and judgment. Each bidder shall submit with his bid a listing of past projects including references. A form is provided in the Proposal for listing of this information.

17. DISQUALIFICATION OF BIDDERS

More than one bid for the same work described in this document from an individual, firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered. In addition, if at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work. The attention of each bidder is directed to the Non-collusion Affidavit in the Proposal and each bidder shall submit an executed form with his bid.

18. LICENSE

Each bidder shall possess state and local licenses as are required by law and shall furnish satisfactory proof to the Owner, upon request, that the licenses are in effect during the entire period of the Contract.

19. BID OPENING

Bids will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation to Bid. Bidders or their agents are invited to be present.

20. AWARD OF CONTRACT

The award of any Contract or Contracts will be made to the lowest responsive responsible bidder or bidders. The Owner reserves the right to reject any or all bids or to waive irregularities or informalities at its discretion.

21. EFFECTIVE DATE OF AWARD

If a Contract is awarded by the Owner, such award shall be effective when formal notice of such award signed by the authorized representative of the Owner has been delivered to the intended awardee or mailed to him at the main business address shown on his bid by some officer or agent of the Owner duly authorized to give such notice.

22. EXECUTION OF AGREEMENT

Copies of the Agreement, in the number stated in the form of Agreement, shall be executed by the successful bidder and returned, together with the required bonds and insurance within 15 days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement. Failure of a successful bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the Agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next lowest, responsible bidder.

23. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work within 15 calendar days from and after the issuance by the Owner of a written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within **300** calendar days from and after the date of the Notice to Proceed. The Notice to Proceed will be issued within 10 days after award of Contract.

24. LIQUIDATED DAMAGES

The Contractor's attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Contract Agreement in addition to the Excess Cost of Engineering.

25. UNCLASSIFIED EXCAVATION

This Contract includes excavation on an unclassified basis. The cost of all excavation necessary for the installation of the water lines, sewer lines, gas lines, force mains, and appurtenances required under this Contract will be merged into the price per foot for pipe installed or appurtenances thereto. No distinction will be made insofar as payment is concerned between earth and rock. The bid item for unclassified excavation covers additional excavation required by removing unsuitable material (subgrade) authorized by the Engineer in the field.

26. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering and inspection as defined in the General Conditions of the Contract, if extensions of time are granted by Owner because of avoidable delays as therein defined.

27. UNDERGROUND FACILITIES

The information and data shown or indicated in the Contract Drawings with respect to existing underground facilities is based on available information and record drawings. The Owner/ Engineer shall not be responsible for the accuracy or completeness of such information or record drawings. The Contractor shall have full responsibility for reviewing and checking all such information and data for locating all underground facilities shown or indicated on the Contract

Drawings, for coordinating of the work with the Owner, and for the safety and protection thereof and repairing any damage thereto resulting from the work--the cost of which will be considered as having been included in the Contract price.

If underground facilities are uncovered or revealed which were not shown or indicated in the Contract Drawings and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall promptly, after becoming aware thereof and before performing any work affected thereby, give written notice to the Owner/Engineer. The Engineer will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the underground facility and the Contract Document will be amended or supplemented to the extent necessary.

28. DELETIONS BY OWNER

Portions or segments of this work may be deleted by the Owner at their discretion during the course of construction operations because of funding considerations and/or unforeseen or unknown difficult construction conditions which may arise during the course of the work which this Contract does not cover.

29. NOTICE OF INTENT FOR STORM WATER DISCHARGES

The Bidder's attention is directed to the requirement for executing a Notice of Intent (NOI) for storm water discharges upon award of this project if so required. This NOI, which is included in the Agreement Section (if required), must be executed by the Contractor after award of the project. The Owner will pay required fee (if required) and transmit the NOI package to the State for review and approval.

30. CITY OF MT. JULIET - TITLE VI COMPLIANCE

It is the policy of the City of Mt. Juliet to provide equal employment opportunities and to provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the City Manager at (615) 754-2552 or at 2425 North Mt. Juliet Road, P.O. Box 256, Mt. Juliet, Tennessee 37121. Requests for accommodation of a disability should be directed to the City Manager at (615) 754-2552 or at 2425 North Mt. Juliet Road, P.O. Box 256, Mt. Juliet, Tennessee 37121.

PROPOSAL TO

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

Full Name of Bidder _____

Main Business Address _____

Place of Business _____

TO: THE CITY OF MT. JULIET, TENNESSEE (hereinafter called "Owner")

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above-designated work, all of which are on file at the City of Mt. Juliet, Tennessee, and all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda No. _____, _____, _____, and _____ issued thereto; and he proposes and agrees if this Proposal is accepted that he will contract with the City of Mt. Juliet, Tennessee in the form of the copy of the Agreement included in these Contract Documents to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Drawings, and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

NOT OFFICIAL BID DOCUMENT

I. BIDDING SCHEDULE FOR SEWER MAINS

A. Unit Price Construction Items for Sewer Mains

Item No. 1

250 linear feet of proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 2

270 linear feet of proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 0-6 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 3

3,280 linear feet of proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 6-9 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 4

698 linear feet of proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 9 feet or greater depths, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 5

105 linear feet of proposed 18" DR 17 IPS HDPE sanitary sewer main, all depths, inside existing 20" casing pipe, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

NOT OFFICIAL BID DOCUMENT

Item No. 6

65 linear feet of proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under creek per Standard Creek Crossing Detail and TDEC Permit, including handling wastewater flows, handling creek flows, concrete check dams, concrete encasement, and all other work described in the Contract Documents, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____

per linear foot Total

Item No. 7

20 – Replace existing manhole with new 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Concrete Admixture, 0-9 deep, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____

each Total

Item No. 8

5 – Proposed Standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Admixture, 0-9 deep, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____

each Total

Item No. 9

15 vertical foot of Additional depth of manhole circular sidewall with Xypex Admixture, 9' + depth, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____

per vertical foot Total

Item No. 10

25 – Watertight manhole frame and cover watertight manhole frame and cover, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____

each Total

Item No. 11

9 – Install manhole sewer marker / bollard, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____

each Total

NOT OFFICIAL BID DOCUMENT

Item No. 12

4 – Install manhole vent pipe assembly, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 13

7 – 18" x 6" sewer service connection on PVC gravity sewer mains, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 14

70 linear feet of 6" SDR 26 PVC sewer service line and / or riser pipe, under or outside of roadway, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 15

7 – Reconnect a 4" or 6" gravity sewer service reconnections including all fittings with clean-out box, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 16

6 – Reconnect existing gravity sewer mains (various sizes) to proposed manholes, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 17

4 – Bulkhead existing sewer mains (various sizes), complete in place.

@_____ Dollars _____ Cents

$_____ _____
each Total

NOT OFFICIAL BID DOCUMENT

Item No. 18

4 – Abandon and / or remove existing manholes (various sizes), complete in place.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 19

23 – Earthen check dam, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 20

4,320 linear feet of Topsoil and seeding of trenches, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per linear feet Total

Item No. 21

20 linear feet of Pavement replacement, Type "A" asphalt full width overlay, in compliance with city paving standards, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 22

30 linear feet of Asphalt driveway / parking lot pavement replacement / greenway, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 23

180 linear feet of Concrete driveway replacement, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

NOT OFFICIAL BID DOCUMENT

Item No. 24

50 linear feet of Gravel driveway replacement, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

B. UNIT PRICE CONSTRUCTION ITEMS ORDERED BY THE ENGINEER

Item No. 25

10 cubic yards of Class C concrete (2,000 psi) for encasement, concrete caps (including reinforcing steel) including concrete for bulk-heading existing pipes (as required), complete in place.

@_____ Dollars _____ Cents

$_____ _____
per cubic yard Total

Item No. 26

20 tons of Bituminous (temporary) cold mix asphalt, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per ton Total

Item No. 27

30 cubic yards of Unclassified excavation for undercuts, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per cubic yard Total

Item No. 28

30 cubic yards of Crushed stone backfill for undercuts, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per cubic yard Total

Item No. 29

4,000 linear feet of silt fencing, sediment tubes, or approved equal device(s) for erosion control, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

NOT OFFICIAL BID DOCUMENT

C. LUMP SUM CONSTRUCTION ITEMS ORDERED BY THE ENGINEER

Item No. 30

1 – Connect proposed 18" sewer main to existing manhole at Station 0+00 on sheet 3, including but not limited to handling wastewater flows, resilient manhole connector boot, reworking invert, kor-n-seal connection, and all other work required and/or indicated for a complete and ready to use installation.

@_____ Dollars _____ Cents

$_____ _____
per lump sum each Total

TOTAL BASE BID FOR UNIT PRICE AND LUMP SUM CONSTRUCTION ITEMS

The sum of Item Numbers 1 through 30 is

_____
(in writing)

Dollars and _____ **Cents**
(in writing)

Total Bid $ _____
(in figures)

II. PROPOSAL CONDITIONS

A. It is expressly understood that quantities in the Bidding Schedule for Unit Price Items are approximate only and that payment on a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

B. The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.

C. If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and to give the bond for faithful performance required by the General Conditions of Contract and by law, and to provide all insurance as required by the Contract Documents within fifteen (15) days after the date of the award of the Contract, the City of Mt. Juliet, Tennessee, at its option, determined that the bidder has abandoned this Contract and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Mt. Juliet, Tennessee.

III. BID SECURITY

Accompanying this Proposal is a _____,

in the amount of _____

Dollars ($_____).

NOT OFFICIAL BID DOCUMENT

Note: (a) Insert the words "Cash," "Cashier's Check," "Certified Check" or "Bid Bond" as the case may be.

(b) Amount must be equal to at least that stated in the Notice to Bidders but not less than that required by State Statutes.

IV. GENERAL

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached within 15 days and deliver the Surety Bond or Bonds and insurance as required by the Contract Documents. The bid security attached in the sum of _____ _____ Dollars ($_____) is to become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth.

V. STARTING AND COMPLETION AND LIQUIDATED DAMAGES

If awarded a Contract under this Proposal, the Undersigned proposes to start work at the site within fifteen (15) calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Owner within **300** consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

NOTE: The Contractor's attention is directed to the provisions for Liquidated Damages as provided in Paragraph 13 of the Supplementary Conditions and in the Agreement Section in addition to the Excess Cost of Engineering.

VI. PROPOSAL SIGNATURE

State of _____)
)ss
County of _____)

_____, being first duly sworn on oath deposes and says that the bidder on the above proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

_____, also deposes and says that he has examined and carefully prepared his bid proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Proposal or bid; that the statements contained herein are true and correct.

NOT OFFICIAL BID DOCUMENT

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President _____

Secretary _____

Treasurer _____

Manager _____

and it (does) or (does not) have a corporate seal. The (name) _____ is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken on _____, a certified copy of which is hereto attached. (Strike out this last sentence if not applicable.)

(b) Partnership

The bidder is a partnership consisting of individual partners whose full names are as follows:

_____ _____

_____ _____

The partnership does business under the legal name of:

_____

(c) Individual

The bidder is an individual whose full name is _____ _____, and, if operating under a trade name, said trade name is _____.

Dated _____, 20___

_____

NOT OFFICIAL BID DOCUMENT

Legal Entity

(Seal - If Corporation)
(Sign Here)

By: _____

_____

Telephone No. _____

Subscribed and sworn to before me this _____ day of _____, 20___.

_____

Notary Public

My Commission Expires:

_____

NOT OFFICIAL BID DOCUMENT

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(hereinafter called the Principal) and _____

_____,
(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of _____ are held and firmly bound unto the City of Mt. Juliet, Tennessee (hereinafter called the Owner), in the full and just sum of _____ Dollars ($_____)

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to furnish and install the 2025 Sewer Improvements project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total contract price in form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

BY_____
(Seal)

_____
Surety

_____
(Seal)

Countersigned

_____

Local Resident Producing Agent for _____

STATEMENT OF COMPLIANCE CERTIFICATE

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____
have fully complied with all the requirements of TCA § 50-9-113 and TCA § 50-9-114 Tennessee Code Annotated; Title 50; attached herewith for reference.

- The City of Mt. Juliet, Tennessee operates a drug-free workplace program as certified under this chapter.
- Mt. Juliet, Tennessee's drug-free workplace program provides for testing of employees for workplace use of drugs or alcohol.
- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Mt. Juliet, Tennessee.

Note: All prospective Bidders may review the City of Mt. Juliet, Tennessee's drug-free workplace program by contacting the City of Mt. Juliet, Tennessee at the location provided in the Invitation to Bid.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

_____
Notary Public

My commission expires _____

Source: Tennessee Codes/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-113. State and local government construction contracts.

50-9-113. State and local government construction contracts.

(a) Each employer with five (5) or more employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contact or award a contract for construction services with an employer who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government, "Employer" includes any private company or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch. 918, §§ 1,2.]

Source: Tennessee Code/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

(a) The state or any local government, including departments, divisions, or agencies thereof, shall include within any bid or procurement specifications for construction services the following information:

(1) A statement as to whether the government entity issuing a construction service bid or other procurement specification operates a drug-free workplace program as certified under this chapter or operates any other program that provide for testing of employees for workplace use of drugs or alcohol;

(2) If operating such a program, a statement that describes the government entity's drug-free workplace or alcohol and drug testing program; and

(3) A statement that all bidders or proposals for construction services are required to submit an affidavit as part of their bid, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the governmental entity.

(b) Unless suit is filled in chancery court, employers shall have seven (7) calendar days to contest a contract entered into by employers subject to the provisions of this section with a local government or state government. Employers that do not contest such contracts within seven (7) calendar days by filing suit in chancery court shall waive their rights to challenge such contracts for violating the provisions of this section. Such contracts shall be contested in chancery court in the county where the contract was entered. The trial of the alleged violation of the provisions of this section shall be expedited by giving it priority over all cases on the trial docket, except workers' compensation cases.

[Acts 2002, ch. 693, § 1.]

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

_____
Notary Public

My commission expires _____

CHAPTER NO. 878

HOUSE BILL NO. 111

By Representatives Moore, Hood, Davidson, Borchert, Sherry Jones, Langster, Tidwell, Hackworth, Cobb, Eldridge, Favors, Brown, Rowe, Mike Turner, Pruitt, McDonald, Eric Watson, Campfield, Hensley, McKee, Roach, DuBois

Substituted for: Senate Bill No. 411

By Senators Haynes, Ketron, Cohen

AN ACT to amend Tennessee Code Annotated, Title 12, Chapter 4, relative to public contracts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 12, Chapter 4, Part 1, is amended by inserting the following as a new, appropriately designated section:

(a)
(1) The state or other state entities shall not contract to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract for goods or services entered into with the state or a state entity.
(2) No person may contract to supply goods or services to the state or other state entities if that person knowingly utilizes the services of illegal immigrants in the performance of a contract to supply goods or services entered into with the state or a state entity.
(3) After the effective date of this act, no person may enter into a contract to supply goods or services to the state or other state entities without first attesting in writing that the person will not knowingly utilize the services of illegal immigrants in the performance of the contract and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.

(b) If any person who contracts to supply goods or services to the state or other state entities, or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of illegal immigrants in the performance of such a contract to supply goods or services to the state or other state entities, the commissioner of finance and administration shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the state or other state entities for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract to supply goods or services to the state or other state entities.
(c) Any person who is prevented from contracting for or submitting a bid for a contract to supply goods or services to the state or other state entities for one (1) year pursuant to subsection (b) may appeal the imposition of the one (1) year prohibition by utilizing an appeals process to be established by the commissioner of finance and administration.

SECTION 2. The commissioner of finance and administration is authorized to promulgate rules and regulations to effectuate the purposes of this act. All such rules and regulations shall be promulgated in accordance with the provisions of Tennessee Code Annotated, Title 4, Chapter 5.

SECTION 3. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect January 1, 2007, the public welfare requiring it.

PASSED: May 25, 2006

APPROVED this 15th day of June 2006



JIMMY NAIFEH, SPEAKER
HOUSE OF REPRESENTATIVES



JOHN S. WILDER
SPEAKER OF THE SENATE



PHIL BREDESEN, GOVERNOR

STATEMENT OF COMPLIANCE CERTIFICATE
NON-BOYCOTT OF ISRAEL

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____ fully complies with all the requirements of Chapter No. 775 (House Bill No. 2673 and Senate Bill No. 1993) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part 127, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 775.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 202__.

_____
Notary Public

My commission expires _____

SENATE BILL 1188
By Niceley

HOUSE BILL 1052
By Jernigan

AN ACT to amend Tennessee Code Annotated, Title 4; Title 8 and Title 12, relative to public contracts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 12, Chapter 4, Part 1, is amended by adding the following language as a new section: 12-4-127.

(a) On and after the effective date of this act, in the case of any contract for services to be let by a department or agency of state government organized in title 4, chapter 3, to an outside entity, the commissioner or director of such department or agency shall certify to the comptroller of the treasury that:
(1) No state employee within that department or agency is capable of accomplishing the tasks sought to be contracted;
(2) No vacant positions in such department or agency exist that can be filled by hiring an employee to perform the services in lieu of contacting for such services to an outside entity;
(3) A cost-benefit analysis has been conducted regarding the contract and the benefit has been determined to exceed the cost;
(4) The proposed contractor does not have a record of misconduct in the performance of any past or present contract with the state of Tennessee or any other contracting agency. For the purpose of this section, evidence of misconduct shall include any finding by any criminal or civil court of competent jurisdiction in the United States, or by any agency of federal government or the state government of Tennessee, that the contractor has conducted business dishonestly or has acted in violation of state or federal law, or has violated the legally protected rights of its employees or of any other persons; and
(5) The contracting department or agency or another state department or agency competent to do so will oversee the performance of the contract. No third party outside of state government will conduct such oversight.

(b) The commissioner or director shall attach to the certification required under subsection (a) persuasive written reasons as to the inability of the department or agency's employees to perform the services required under the contract. The commissioner or director shall also attach a copy of the cost-benefit analysis to the certification.

SECTION 2. This act shall take effect July 1, 2013, the public welfare requiring it.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____

Printed Respondent Name Printed Name of Authorized Official

_____

Signature of Authorized Official

_____

Date

NON-COLLUSION AFFIDAVIT

Each Contractor submitting a bid must fill out the following Affidavit:

STATE OF _____)
)ss
COUNTY OF _____)

Affiant, _____,

makes oath that he is the _____ of the _____; and that the only parties directly or indirectly interested in this Contract are named herein; and that neither the Mayor, Alderman, Commissioner or any other City Official is directly or indirectly interested in this Contract or the proceeds thereof; and that the undersigned affiant has not given or donated or promised to give or donate directly or indirectly to any official or employee of the City of Mt. Juliet, Tennessee or to anyone else for his benefit any sum of money or other thing of value for aid or assistance in obtaining this Contract.

Signed: _____

Subscribed and sworn to before me this

_____ day of _____, 20____.

_____

LIST OF SUBCONTRACTORS

PROJECT: 2025 SEWER SYSTEM IMPROVEMENTS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

Subcontractor and Address	Class of Work to be Performed
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	

Dated _____

_____
Bidder

By _____

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to state below that work of similar magnitude in order to judge his experience, skill and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the Contract.

Project and Location	Reference
(1) _____	_____
_____	_____
(2) _____	_____
_____	_____
(3) _____	_____
_____	_____
(4) _____	_____
_____	_____
(5) _____	_____
_____	_____
(6) _____	_____
_____	_____
(7) _____	_____
_____	_____

Dated _____

_____
Bidder

By _____

AGREEMENT SECTION

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

SUPPLEMENTARY CONDITIONS OF CONTRACT

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SUPPLEMENTARY CONDITIONS OF CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

1. Construction Operations and Material Storage

The Contractor must carry on all his construction operations, including storage of materials, in such a way as to interfere as little as possible with the operation and maintenance of existing sewer facilities.

2. Soil Erosion, Sediment Control, and Notice of Intent (Storm Water)

2.1 The Contractor shall plan and control his construction operations to minimize all soil erosion and the siltation of drains and streams resulting from such erosion. All methods used for such control shall be approved by the Engineer.

2.2 The Contractor's attention is directed to Division G, Section 3 (Construction) - "Slope Protection and Erosion Control." This provision will be required on this project. All work shall be performed in full compliance with requirements of the State of Tennessee, Division of Water Pollution Control. The Contractor shall provide and use all measures necessary to comply with State regulations. No separate payment will be made for this work.

2.3 Where the Contractor's operations subject soil to erosion by the wind, he shall control such erosion by approved methods until affected areas can be seeded and mulched.

2.4 The Contractor's attention is directed to the requirement for executing a Notice of Intent (NOI) for storm water discharges upon award of this project if so required. This NOI, which is included in the Agreement Section (if required), must be executed by the Contractor after award of project. The Owner will pay required fee (if required) and transmit the NOI package to the State for review and approval. This NOI (if required) must be approved by the State of Tennessee prior to beginning work on this project.

It shall be the responsibility of the Contractor to fully comply with all requirements and regulations of the NOI, storm water discharge regulations, and all other requirements contained herein.

3. Project Sign **(NOT REQUIRED FOR THIS PROJECT)**

3.1 The Contractor shall furnish and erect one sign at an appropriate place on the project site as approved by the Engineer. The Contractor shall be responsible for protecting and maintaining the sign in good condition throughout the life of the project.

3.2 The sign will be fabricated of good quality 1-inch exterior plywood with suitable frames and posts. A 4-inch x 1¼-inch molding strip shall be placed around the outer edge projecting over the face of the sign. The entire woodwork shall be given a prime coat and final coats of high-grade sign enamel. The sign shall be not less than 4 feet by 8 feet and shall contain, at a minimum, the name of the Owner and its Officials, Project Name and

Number, Contractor and Engineer. Layout of the sign shall be approved by the Engineer before painting. Lettering shall be done by a professional painter.

4. Contract Drawings

The Drawings applicable to the work to be performed under this Contract are referred to in this document as Contract Drawings and described as follows:

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

The sheet index and titles of all drawings appear on the index sheet of the Contract Drawings.

5. Arrangement and Charge for Water and Electrical Power

Where the Contractor desires a water and electrical power supply in connection with any construction work, he shall make complete and satisfactory arrangements with the City of Mt. Juliet, Tennessee, Department of Public Works or the appropriate utility furnishing the service.

Payments shall be made by the Contractor in accordance with the Department's official rates and policies.

6. Use of Fire Hydrants

The Contractor shall not open, turn on, or make any connection to any hydrant unless prior written permission of the City of Mt. Juliet, Tennessee and the West Wilson Utility District (local water utility) is obtained.

7. Barricades and Warning Signs

The Contractor shall furnish, erect and maintain such barricades, fences, lights and danger signals, and take such other precautionary measures that will ensure the protection of persons, property and the work.

Traffic control devices shall meet the requirements of the "Manual of Uniformed Traffic Control Devices" (MUTCD).

Special Requirements may be required by City of Mt. Juliet or State of Tennessee concerning tunnel/bore crossings and the other work near City roadways and/or State Highways on this project. The Contractor shall comply with these requirements.

8. Use of Explosives **(NOT ALLOWED ON THIS PROJECT)**

Should the Contractor elect to use explosives in the prosecution of the work and if permitted in this Contract, the Contractor shall employ only workmen familiar and skilled in the use of explosives, carefully cover the explosion with suitable timber, matting and/or excavation, and exercise the utmost care so as not to endanger life or property.

The Contractor shall obtain all necessary permits and/or licenses and carry on such work in compliance with all City of Mt. Juliet, Tennessee Ordinances and State of Tennessee Laws.

Whenever explosives are stored or kept they shall be stored in a safe and secure manner and all storage places shall be plainly marked "DANGEROUS -- EXPLOSIVES."

NOTE: If the Contractor chooses to utilize trenching machines or rock trenchers, the Contractor shall perform such trench excavation operations in full compliance with all applicable OSHA and TOSHA safety requirements pertaining to trench excavations.

9. Restoration of Disturbed Areas

The Contractor shall be required to restore all areas disturbed by his operation to a condition equal to or better than the condition prevailing prior to construction.

10. Vegetation Damage

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage.

The Contractor shall be restricted in residential areas as to which trees or major tree branches may be cut or trimmed. These restrictions are due to easement acquisition on residential properties.

Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

11. Coordination of Work

The Owner may award other separate contracts in connection with this project requiring work on or near the project site and may progress simultaneously with the work relating to the construction under this Contract. It is, therefore, a requirement that each contractor, including the Contractor for this Contract, coordinate his operations with those of other contractors, especially where connections must be made between contracts.

12. Sequence of Operations

The work designated to be performed under this Contract shall be coordinated in such manner that there shall be a minimum of interference with traffic and existing utilities. Existing water, gas, electric and communications shall not be interrupted without prior arrangements having been made with the management of the utility involved.

Backfilling and clean-up work shall be continuously prosecuted to the point that satisfactory ingress and egress to roadways can be maintained.

During the period required for construction under this Contract, it will be necessary that any existing sewer facilities, sanitary sewers, force mains, and pumping stations, be maintained in operation. The Contractor shall prepare and submit to the Owner and the Engineer a schedule of operations for approval. The Contractor shall dispose of all storm water and sewage accumulated in a manner acceptable to the Engineer.

13. Time for Completion and Liquidated Damages

The successful bidder shall commence work within 15 calendar days from and after the issuance by the Owner of a Written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within **300** consecutive calendar days from and after the date of the Notice to Proceed. The Notice to Proceed will be issued within 10 days after award of the Contract.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Agreement, not a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the government;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specific in subsections a and b of this article.

Provided, further that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay and notify the Contractor within a reasonable time of its decision in the matter.

14. Maintenance and Access of Traffic

Portions of the work are located in developed areas requiring the access for fire and other departments to be provided for, and at least on free lane shall be available for all traffic. Contractors are to arrange operations in these areas to meet these requirements and secure approval of operating procedures from the City of Mt. Juliet, Tennessee, Wilson County Road Commission, or Tennessee Department of Transportation, as the case may be.

15. Pavement Restoration

Where sewer lines are constructed under paved roadway surfaces within public rights-of-way, the Contractor will restore the asphalt or crushed stone pavement and/or shoulders between shoulder lines. It shall be the responsibility of the Contractor, upon completion of the sewer installation, to regrade the street with pug mix to the template that existed prior to construction. This regrading shall be satisfactory to City of Mt. Juliet, Tennessee or the Wilson County Road Commission before the street is released for paving operations.

The Contractor shall further be responsible for the maintenance of disturbed streets until repaving operations have been initiated.

The Contractor shall be responsible for adjusting all new and existing utility castings and utility valve boxes to the final pavement elevations. All costs associated with this work shall be merged into unity price items established for pavement restoration.

The Contractor shall restore all curbs, gutters, sidewalks, ramps and private driveways or parking lots. Compensation for this work is detailed in other portions of this Document and any item, which must be removed as was evidenced and necessary for the installation of the proposed sewer lines for which there is no specific pay item(s), shall be considered as incidental to the construction of the proposed sewer and, therefore, no additional compensation will be allowed for the restoration of this (these) item(s).

The Contractor shall also be required to restore, at his own expense, all pavements disturbed by his operations where the sewer line was not constructed under the pavements or where existing pavements were disturbed in the correction of deficiencies discovered after restorations have been completed.

16. Work in Easements

Portions of the work to be constructed under this Contract lie within easements on private property. Work performed in such easements shall be subject to the provisions of said easements which may be found in the office of the City of Mt. Juliet, Tennessee. In general, these Easement Agreements provide for restoring the property to the condition existing before construction began.

Unless indicated otherwise, these easement widths are as follows:

Permanent Easement - 20 feet.

Typical Additional Temporary Construction Easements for Sewers above 12-inch diameter shall not exceed 15 feet on both sides.

17. Property Damage Claims

Any and all property damage claims received by the Owner, their agents, or the Contractor resulting from any alleged operation of the Contractor shall be investigated promptly (within 14 days) by the Contractor or insurance carrier. Any such claims made to the Owner shall be forwarded to the Contractor in writing and the Contractor shall subsequently forward such claims to his insurance carrier. Before final payment is made by the Owner to the Contractor, a summary of the Contractor's disposition of all such claims shall be provided to the Owner. Nothing contained in this paragraph shall be interpreted by the Contractor to lessen the requirements of the General Condition.

18. Wastewater Bypassing

The Contractor shall ensure that no wastewater bypassing will occur due to construction activities unless a schedule is approved by the State of Tennessee Division of Water Pollution Control and the U.S. Environmental Protection Agency.
Contractor shall provide a Bypass pump system with sound attenuation and telemetry for management of existing flows.

19. Supervision and Emergency Procedures

The Contractor shall man this project with adequate and qualified foremen and superintendents at all times. During weekends and night time hours, the Contractor shall have someone who can be on call (with names and telephone numbers) to be furnished to the Engineer and City of Mt. Juliet, Tennessee for emergency measures such as backfilling open holes, placing of barricades, and correction of other potential problems and/or hazards. During regular working hours, the Contractor should arrange for a local office and someone to receive phone calls and instructions and/or questions.

20. Work in City and State Road Rights-of-Way

When ordered by the Engineer or Owner's Representative, the Contractor shall place temporary cold mix in street trench cuts. This temporary pavement shall be properly maintained by the Contractor until such time as final pavement restoration is completed.

The Contractor shall make every possible effort to backfill all excavations at the end of each day's construction operations. To accomplish this procedure, the Contractor shall mark and/or reference the end of the pipe each day for reopening trench the next morning. In some cases the use of "sand or gravel bags" will facilitate this procedure, especially where major roads or highways must be crossed one lane at a time.

21. Deletions by Owner

Portions or segments of this work may be deleted by the Owner at their discretion during the course of construction operations because of funding considerations and/or unforeseen or unknown difficult construction conditions which may arise during the course of the work which this Contract does not cover.

22. City of Mt. Juliet - Title VI Compliance

It is the policy of the City of Mt. Juliet to provide equal employment opportunities and to provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the City Manager at (615) 754-2552 or at 2425 N. Mt. Juliet Rd., P.O. Box 256, Mt. Juliet, Tennessee 37121. Requests for accommodation of a disability should be directed to the City Manager at (615) 754-2552 or at 2425 N. Mt. Juliet Rd., P.O. Box 256, Mt. Juliet, Tennessee 37121.

23. Construction Activities and Compliance with Crossing Permits By U.S. Army Corps of Engineers, Tennessee Water Pollution Control, and Other Agencies Involved, if applicable

The Contractor shall plan and control his construction activities to minimize all soil erosion and siltation of drains and streams. In addition, the Contractor shall comply with all requirements of the U.S. Corps of Engineers, the Tennessee Water Pollution Control, and all other agencies, if applicable.

Enclosed herewith and made a requirement of this Contract are crossing permits and approvals from the various agencies involved. The Contractor shall review the following data or specific data obtained from the agency and comply with all conditions.

24. Copies of Documents

Delete Paragraph 2.02.A of the Standard General Conditions in its entirety and insert the following in its place:

Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

25. Liability Insurance

Add the following new paragraph immediately after Paragraph 6.03.J of the Standard General Conditions:

K. The limits of liability for the insurance required by Paragraphs 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A of the General Conditions:

a. State: Tennessee	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	$1,000,000

2. Contractor's General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate $2,000,000

b. Products – Completed Operations Aggregate $2,000,000

c. Personal and Advertising Injury $1,000,000

d. Each Occurrence (Bodily Injury and Property Damage) $1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage where applicable.

f. Excess or Umbrella Liability $5,000,000

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

a. Combined Single Limit (Each accident) $1,000,000

4. The Contractual Liability coverage required by Paragraph 6.03.H the following amounts:

$1,000,000

5. The Owner and Water Management Services, LLC shall be named as additionally insured.

26. Property Insurance – **(No Builders Risk Insurance required on this project)**

Delete Paragraph 6.05 of the Standard General Conditions in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

e. allow for partial utilization of the Work by Owner;

f. include testing and startup; and

i. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Supplementary Conditions Page 8 Item 27- Liability Insurance and shall comply with the requirements of paragraph 6.05 of the General Conditions.

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Water Resources
William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor,
Nashville, Tennessee, 37243
1-888-891-8332 (TDEC)

Application for Aquatic Resource Alteration Permit (ARAP) & State §401 Water Quality Certification

OFFICIAL STATE USE ONLY	Site #:		Permit #:	

Section 1. Applicant Information (individual responsible for site, signs certification below)

Applicant Name (company or individual): City of Mt Juliet		SOS #:	Status: N/A
Primary Contact/Signatory: Shane Shamanur		Signatory's Title or Position: Director of Engineering	
Mailing Address: 115 Clemmons Road		City: Mt Juliet	State: TN Zip: 37122
Phone: 615-773-7957	Fax:	E-mail: sshamanur@mtjuliet-tn.gov	

Section 2. Alternate Contact/Consultant Information (a consultant is not required)

Alternate Contact Name: Jonathan Spear			
Company: Water Management Services, LLC		Title or Position: PE	
Mailing Address: 2 International Plaza, Suite 401		City: Nashville	State: TN Zip: 37217
Phone: 615-366-6088	Fax:	E-mail: jspear@wmsengineers.com	

Section 3. Fee (application will be incomplete until fee is received)

☐ No Fee ☐ Fee Submitted with Application Amount Submitted: $ 500.00

Current application fee schedules can be found at the Division of Water Resources webpage at:
https://www.tn.gov/environment/permit-permits/water-permits1/aquatic-resource-alteration-permit--arap-.html
or by calling (615) 532-0625. Please make checks payable to "Treasurer, State of Tennessee".

Billing Contact (if different from Applicant): Name: Email:

Address: Phone:

Section 4. Project Details (fill in information and check appropriate boxes)

Site or Project Name: Creekside Drive Sewer Interceptor		Nearest City, Town or Major Landmark: Mt Juliet, TN
Street Address or Location (include zip): 4147 N Mt Juliet Road		
County(ies): Wilson	MS4 Jurisdiction:	Latitude (dd.dddd): 36.2274 Longitude (dd.dddd): -86.5098

Resources Proposed for Alteration: ☐ Stream / River ☐ Wetland ☐ Reservoir

Name of Water Resource (for more information, access *http://tdeconline.tn.gov/dwr*): Unnamed tributary to Cedar Creek

Brief Project Description (a more detailed description is required under Section 8):
Installation of approx. 5222 linear ft of 18" PVC sewer to replace existing

Does the proposed activity require approval from the U.S. Army Corps of Engineers, the Tennessee Valley Authority, or any other federal, state, or local government agency? ☐ Yes ☐ No

If Yes, provide the permit reference numbers:

Will the activity require a 401 Water Quality Certification: ☐ Yes ☐ No

If Yes, attach any 401 WQC pre-filing meeting request documentation

Is the proposed activity associated with a larger common plan of development: ☐ Yes ☐ No

If Yes, submit site plans and identify the location and overall scope of the common plan of development.

Plans attached? ☒ Yes ☐ No

If applicable, indicate any other federal, state, or local permits that are associated with the overall project site (common plan of development) that have been obtained in the past (e.g., construction general permit and/or other ARAP):

Application for Aquatic Resource Alteration Permit (ARAP) & State §401 Water Quality Certification

Section 5. Project Schedule (fill in information and check appropriate boxes)		
Proposed start date: Dec 2025	Estimated end date: Dec 2026	
Is any portion of the activity complete now?	☐ Yes	☐ No
If yes, describe the extent of the completed portion:		

The required information in Sections 6-11 must be submitted on a separate sheet(s) and submitted in the same numbered format as presented below. If any question in not applicable, state the reason why it is not applicable.

Section 6. Description		**Attached** Yes	No
6.1	A narrative description of the scope of the project	■	☐
6.2	USGS topographic map indicating the exact location of the project (can be a photographic copy)	■	☐
6.3	Photographs of the resource(s) proposed for alteration with location description (photo locations should be noted on map)	■	☐
6.4	A narrative description of the **existing** stream and/or wetland characteristics including, but not limited to, dimensions (e.g., depth, length, average width), substrate and riparian vegetation	☐	☐
6.5	A narrative description of the **proposed** stream and/or wetland characteristics including, but not limited to, dimensions (e.g., depth, length, average width), substrate and riparian vegetation	■	☐
6.6	In the case of wetlands, include a wetland delineation with delineation forms and site map denoting location of data points	☐	☐
6.7	A copy of all hydrologic or jurisdictional determination documents issued for water resources on the project site	☐	☐

Section 7. Project Rationale	**Attached** Yes	No
Describe the need for the proposed activity, including, but not limited to the purpose, alternatives considered and rationale for selection of least impactful alternative, and what will be done to avoid or minimize impacts to water resources	■	☐

Section 8. Technical Information		**Attached** Yes	No
8.1	Detailed plans, specifications, blueprints, or legible sketches of present site conditions and the proposed activity. Plans must be 8.5.x 11 inches. Additional larger plans may also be submitted to aid in application review. The detailed plans should be superimposed on existing and new conditions (e.g., stream cross sections where road crossings are proposed)	■	☐
8.2	For the proposed activity and compensatory mitigation, provide a discussion regarding the sequencing of events and construction methods and any proposed monitoring	■	☐
8.3	Depiction and narrative on the location and type of erosion prevention and sediment control (EPSC) measures for the proposed alterations and any other measures to treat, control, or manage impacts to waters	■	☐

Section 9. Water Resources Degradation (degree of proposed impact)

Note that in most cases, activities that exceed the scope of the General Permit limitations are considered greater than *de minimis* degradation to water quality.

Please provide your basis for concluding the proposed activity will cause one of the following levels of water quality degradation:

- ■ a. *De minimis* degradation, no appreciable permanent loss of resource values
- ☐ b. Greater than *de minimis* degradation (if greater than *de minimis* complete Sections 10-11)

For information and guidance on the definition of de minimis and degradation, refer to the Antidegradation Statement in Chapter 0400-40-03-.06 of the Tennessee Water Quality Criteria Rule:
https://publications.tnsosfiles.com/rules/0400/0400-40/0400-40.htm
For more information on specifics on what General Permits can cover, refer to the Natural Resources Unit webpage at:
https://www.tn.gov/environment/permit-permits/water-permits1/aquatic-resource-alteration-permit--arap-.html

Section 10. Detailed Alternatives Analysis		Attached Yes	Attached No
10.1	Analyze all reasonable alternatives and describe the level of degradation and permanent loss of resource value caused by each alternative. Assessment must consider options other than the "Preferred" and "No Action" alternatives. Provide associated rationale for selecting or rejecting all alternatives considered and demonstration that the least impactful practicable alternative was selected.	☐	☐
10.2	Discuss the social and economic consequences of each alternative	☐	☐
10.3	Demonstrate that the degradation associated with the preferred alternative will not violate water quality criteria for uses designated in the receiving waters, and is necessary to accommodate important economic and social development in the area	☐	☐

Section 11. Compensatory Mitigation		Attached Yes	Attached No
11.1	A detailed discussion of the proposed compensatory mitigation. Provide evidence of credit reservation if proposing to utilize a third-party provider.	☐	☐
11.2	Analysis of any proposed appreciable loss of resource value using the TN Stream Mitigation Guidelines. Provide Stream Quantification Tool (SQT) results if applicable. Include Existing Condition Score (ECS) and debit/credit calculations.	☐	☐
11.3	Describe how the compensatory mitigation would result in no net loss of resource value	☐	☐
11.4	Provide a detailed monitoring plan for the compensatory mitigation site if permittee-responsible project is proposed	☐	☐
11.5	Describe the long-term protection measures for the compensatory mitigation site if permittee-responsible project is proposed (e.g., deed restrictions, conservation easement)	☐	☐

Certification and Signature

An application submitted by a corporation must be signed by a principal executive officer; from a partnership or proprietorship, by the partner or proprietor respectively; from a municipal, state, federal or other public agency or facility, the application must be signed by either a principal executive officer, ranking elected official, or other duly authorized employee. ***I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury. The project proponent hereby requests that the certifying authority review and take action on this CWA 401 certification request within the applicable reasonable period of time.***

Shane Shamanur	Director		
Printed Name	Official Title	Signature	Date

Note that this form must be signed by the principal executive officer, partner or proprietor, or a ranking elected official in the case of a municipality; for details see **Certification and Signature** statement above. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit the completed ARAP Application form (keep a copy for your records) to the appropriate EFO for the county(ies) where the proposed activity is located, addressed to **Attention: ARAP Processing**. You may also electronically submit the complete application and all associated attachments to water.permits@tn.gov.

EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett	38133-4119	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Drive	38305-4316	Chattanooga	1301 Riverfront Pkwy., Ste. 206	37402
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601



NPDES Notice of Intent - Construction General Permit (CGP)

version 1.26

(Submission #: HQK-NB49-Q05T2, version 1)

Details

Originally Started By	Jonathan Spear
Submitted	4/1/2026 (0 days ago) by SANGAPPA SHAMANUR
Submission ID	HQK-NB49-Q05T2
Site Name	Creekside Drive Interceptor
Status	Submitted

Fees

Fee	$250.00
Payments/Adjustments	($250.00)
Balance Due	$0.00 (Paid)

Form Input

Site Information

Site or Project Name
Creekside Drive Interceptor

Site Location

4147 N Mt Juliet Road
Mt Juliet, TN 37122

If an Aquatic Resource Alteration Permit (ARAP) has been obtained for this site, what is the permit number?
NR2504.344

SWPPP Uploads

If you are uploading shapefile extensions (.shp, .shx, .dbf, etc.), they will need to be compressed and uploaded as a .zip file.

Stormwater Pollution Prevention Plan (SWPPP)
22140 - Creekside Drive SWPPP Sheets.pdf - 04/01/2026 02:10 PM
22140 - Creekside Dr SWPPP Narrative.pdf - 04/01/2026 02:10 PM
Comment
NONE PROVIDED

Click here for a sample site location map.

Site Location Map
22140 - Location Map.pdf - 04/01/2026 01:51 PM
Comment
NONE PROVIDED

Owner/Developer Information

Please use correct legal name of person, company, or entity that has operation or design control over construction plans and specifications for the Site Owner/Developer Name. This company name should match SOS Control Number provided (if applicable).

Are you affiliated with Tennessee Valley Authority (TVA) or Tennessee Department of Transportation (TDOT)?
Neither

Site Owner/Developer Name (Site-Wide Permittee)
Mt Juliet Public Works

Ownership Type
Municipality

Please Lookup SOS Control Number

If you do not know your SOS Control Number, please access the Tennessee Secretary of State Business Information search engine below.
Tennessee Secretary of State Business Search

Contact Affiliation Type
Consultant

Additional Contacts

Prefix
NONE PROVIDED

First Name	Last Name
Gage	Dean

Title
NONE PROVIDED

Company Name
NONE PROVIDED

Phone Type	Number	Extension
Business	615-366-6088	

Email
gdean@wmsengineers.com

Address
2 International Plaza
Suite 401
Nashville, TN 37217

Outfall(s) (1 of 2)

OUT1

Unique Outfall Identifier (e.g. SW1)
OUT1

Outfall Location
36.2274,-86.5098

Receiving Water Name (Type name or enter ID)
Unnamed trib to Cedar Creek from Cedar Creek to headwaters (runs along Highway 70 on west side of Cedar Creek) (TN05130201011_0900)

Total drainage area for this outfall (Acres)
0.02

Outfall(s) (2 of 2)

Agreements and Signature(s)

SUBMISSION AGREEMENTS

- [x] I am the owner of the account used to perform the electronic submission and signature.
- [x] I have the authority to submit the data on behalf of the facility I am representing.
- [x] I agree that providing the account credentials to sign the submission document constitutes an electronic signature equivalent to my written signature.
- [x] I have reviewed the electronic form being submitted in its entirety, and agree to the validity and accuracy of the information contained within it to the best of my knowledge.

***For Owner/Developer(s)**: I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.*

***For Contractor(s)**: I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this NOI and SWPPP, I believe the information submitted is accurate. I am aware that this NOI, if approved, makes the above-described construction activity subject to NPDES permit number TNR100000, and that certain of my activities on-site are thereby regulated. I am aware that there are significant penalties, including the possibility of fine and imprisonment for knowing violations, and for failure to comply with these permit requirements. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.*

Signed By SANGAPPA SHAMANUR on 04/01/2026 at 3:16 PM

STORM WATER POLLUTION PREVENTION PLAN

for

City of Mt Juliet Public Works

Mt Juliet, TN

Creekside Drive Interceptor

Prepared by:

Water Management Services, LLC

March 21, 2026

Site Description

The project is located in Wilson County, Tennessee along an unnamed tributary of Cedar Creek. The project consists of the upsizing of an existing sewer line by multiple methods and replacing aging manholes.

Total project area = 2.39 acres

Estimated area to be disturbed = 2.39 acres

Receiving Bodies and parameters:
Unnamed Intermittent Tributary of Cedar Creek – available parameters for sedimentation

Required Buffers: 30 feet min.

Design Storm: 2 yr/24 hr

Reference Weather Station: Nashville WSO Airport (40-6402); 2/24 = 3.37 inches

ARAP permits obtained: N/A

Topography:
The average slope of the disturbed areas varies from 5% to approx. 12%. The majority of the site runoff is anticipated to be by sheet flow generally with smaller areas of channel flow as the grading is completed.

The majority of the disturbance will be the initial large-scale grading to level the site for the general construction activities that accompany the installation of the equalization basin and pump station as well as open-cut trenching for the installation of piping.

Work should generally proceed in the following sequence:

>Mobilization and delivery of equipment and materials to the site
>Installation of erosion control measures at known locations
>Initial layout and/or staking if necessary
>Grading of site to prepare for construction
>Building construction and open cutting of trenches, installation of piping in trench and backfilling
>cleanup, grading, and seeding of disturbed areas (within 14 days of construction stoppage)
>removal of sediment control upon stabilization of disturbed areas
>final inspection

General Information

No construction activities, such as clearing and grubbing, excavation, grading, filling, etc., or any other activity that results in soil disturbance shall begin until erosion control measures an in place and functional AND the Notice of Coverage is issued by TDEC.

The Notice of Coverage and Storm Water Pollution Prevention Plan (SWPPP) shall be kept onsite at all times during construction, at a location readily accessible for inspection.

Discharged water must not cause "objectionable color contrast" to the receiving stream or water body. There shall be no distinctly visible solids, scum, foam, oily slick, slime formations, bottom deposits, or sludge banks, etc. that would pollute the receiving water body. Muddy water pumped from work areas must be filtered, held in settling basins, or chemically treated prior to discharge from the site and must be discharged via pipes, grassy channels, or other means to avoid sedimentation or further erosion. Solids or other materials removed from erosion control measures must be disposed of in a manner to prevent fugitive discharge from the site.

In the event sediment escapes the site, accumulations that have not reached a stream or water body shall be removed and returned in a timely manner so that the fugitive soils do not reach a water body, storm drain, etc., during the next rain event. Soils that have reached a stream or other water body shall not be removed without authorization from TDEC.

Accumulated sediment shall be removed from sediment controls when design capacity has been reduced by 50% at the latest.

Existing vegetation on the site shall be maintained to the greatest extents practicable. Pre-construction vegetation shall not be disturbed or removed more than 14 days prior to earth moving activities unless sufficient and functioning controls are in place. Temporary measures may be removed at the beginning of the workday but must be replaced by the end of the workday.

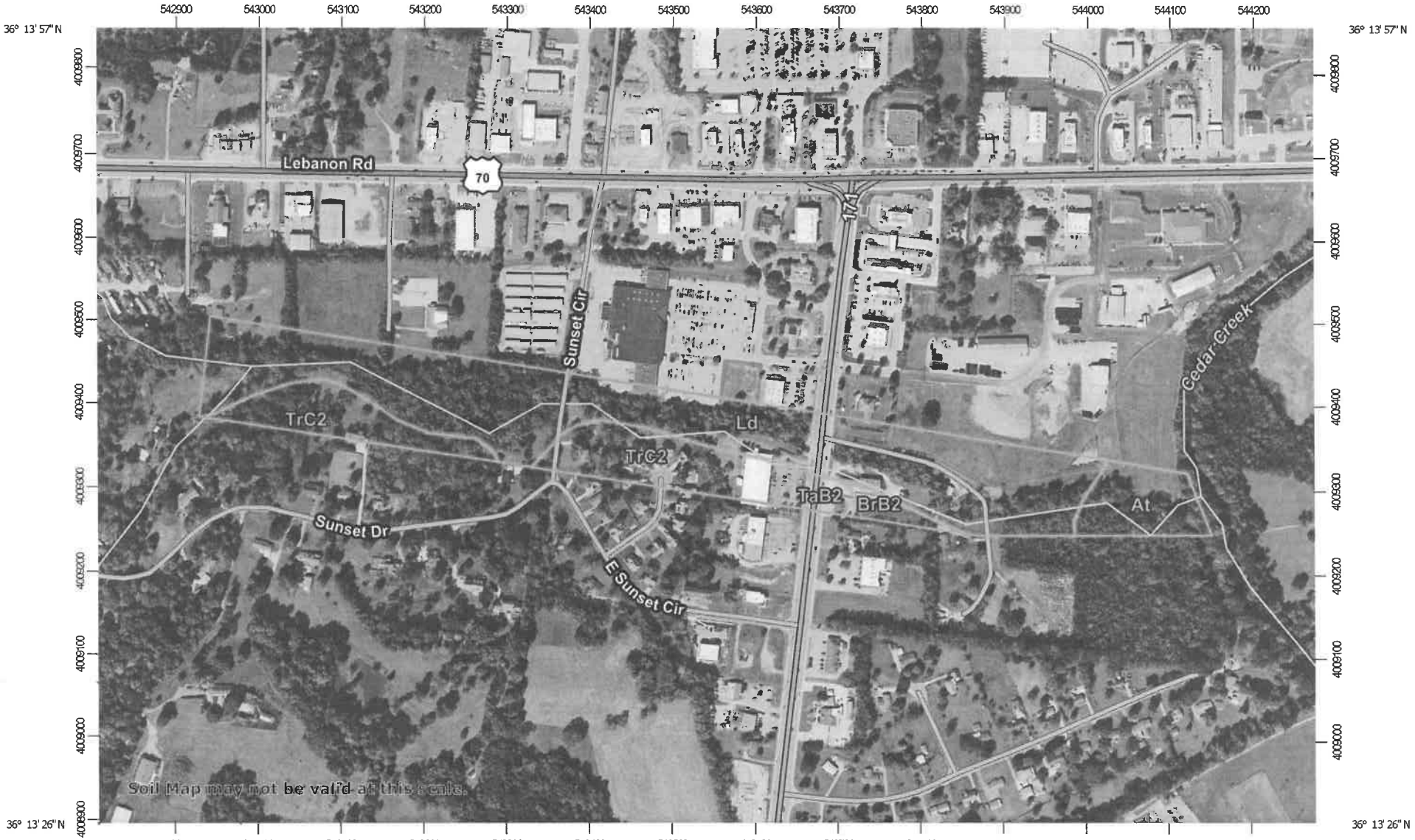
Construction Phasing: (ref GCP 5.5.3.2)
Phasing not implemented on this project.

Projects exceeding 50 acres of Disturbance: (ref GCP 5.5.3.3)
N/A

Stabilization Practices: (ref GCP 5.5.3.4)
Sound stabilization practices will be an integral part of the project from the onset of construction. This will include but not be limited to preserving natural turf, trees, and other vegetation whenever possible, careful placement of overburden within protected areas, geotextiles, sodding, and use of stone rip-rap on stream banks in a timely manner after backfilling operations are complete. It is preferable that matting utilizing monofilament backing not be used. Permanent soil stabilization (ie. matting, seeding and strawing) shall be implemented as soon as possible after completion of grading. Steep slopes shall be stabilized within 1 week after construction activities on the slope have ceased. No stabilization, erosion, or treatment measures are to be installed in a stream without obtaining an ARAP and Section 404 permit (if required).

Temporary or permanent stabilization of disturbed areas shall be implemented within 14 days of completion of disturbance. Temporary measures are not required: where initiation of stabilization measures are impractical due to snow, frozen ground, or soggy conditions, where construction has temporarily ceased but is planned to resume within 2 weeks, and if arid conditions exist that will prohibit the growth of vegetation. If such arid conditions exist, then alternative measures must be employed such as anchored mulch, soil binders, and matting.

Soil Map—Wilson County, Tennessee
(Creekside Dr Interceptor)



Map Scale: 1:6,720 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 300 600 1200 1800

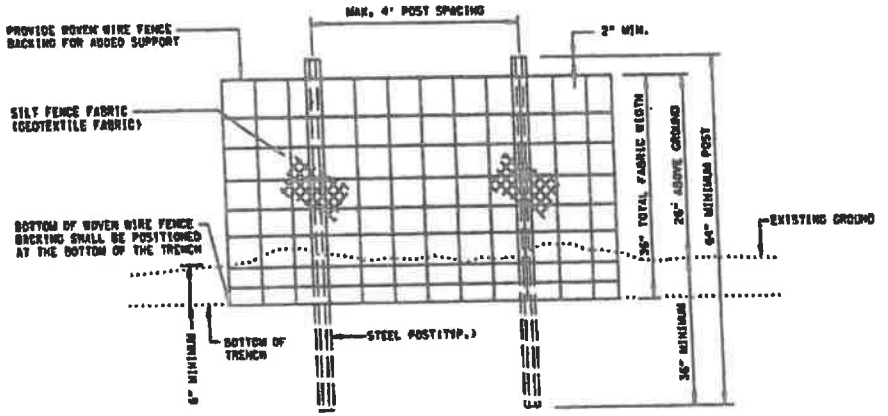
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

Map Unit Legend

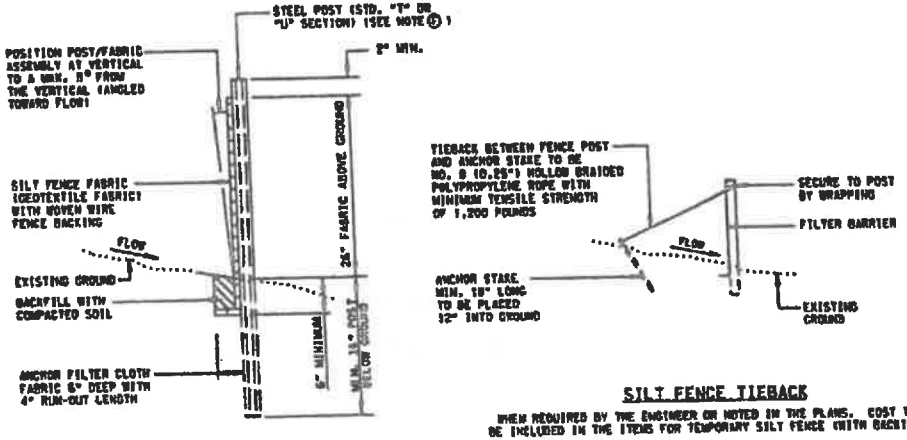
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
At	Arrington silt loam, 0 to 2 percent slopes, occasionally flooded	2.8	8.2%
BrB2	Bradyville silt loam, 2 to 5 percent slopes	0.7	2.0%
Ld	Lindell silt loam, 0 to 2 percent slopes, occasionally flooded	21.9	65.1%
TaB2	Talbott silt loam, 2 to 5 percent slopes, eroded	0.9	2.6%
TrC2	Talbott silt loam, 5 to 20 percent slopes, eroded, rocky	7.4	22.1%
Totals for Area of Interest		**33.7**	**100.0%**

TEMPORARY SILT FENCE WITH BACKING

(ITEM NO. 209-08.02)



ELEVATION VIEW



SECTIONAL VIEW

SILT FENCE TIEBACK

WHEN REQUIRED BY THE ENGINEER OR NOTED IN THE PLANS. COST TO BE INCLUDED IN THE ITEMS FOR TEMPORARY SILT FENCE (WITH BACKING)

TEMPORARY SILT FENCE WITH BACKING FABRIC SPECIFICATIONS

FABRIC PROPERTY AND TEST METHODS	REQUIRED PHYSICAL PROPERTIES (MARV VALUES OF TEST DATA)
FABRIC TYPE	WOVEN MONOFILAMENT
APPARENT OPENING SIZE (ASTM D4751)	#10 TO #100 STANDARD SIEVE
PERCENT OPEN AREA (POA)	1 % TO 10 %
WATER FLUX (ASTM D4491)	≥ 10 GPM/FT^2
TENSILE STRENGTH (ASTM D4632)	≥ 310 LB. (WARP DIRECTION) X 200 LB. (FILL DIRECTION)
ULTRAVIOLET STABILITY (AFTER 500 HRS PER ASTM D4355)	≥ 90%
BURST STRENGTH (ASTM D3786)	≥ 400 PSI
PUNCTURE STRENGTH (ASTM D4833)	≥ 105 LB.
TRAPEZOIDAL TEAR (ASTM D4533)	≥ 100 LB. (WARP DIRECTION) X 60 LB. (FILL DIRECTION)

TEMPORARY SILT FENCE WITH BACKING GENERAL NOTES

Ⓐ SILT FENCE WITH BACKING IS USED TO INTERCEPT SMALL AMOUNTS OF SEDIMENT AND REDUCE VELOCITY FROM SHEET FLOW ONLY. USE TEMPORARY SILT FENCE WITH BACKING UP-GRADIENT TO, AND ALONG THE PERIMETER OF STREAMS, WETLANDS, PONDS, SPRINGS, OR OTHER NATURAL WATER RESOURCES LOCATED WITHIN OR ADJACENT TO THE PROJECT RIGHT-OF-WAY.

Ⓑ THE MAXIMUM DRAINAGE AREA SIZE FOR A CONTINUOUS SILT FENCE WITH BACKING SHALL BE 1 ACRE PER 150 LINEAR FEET OF FENCE LENGTH. MAXIMUM SLOPE LENGTH BEHIND FENCE ON UPSLOPE SIDE SHALL BE 300 FEET (AS MEASURED ALONG THE GROUND SURFACE).

Ⓒ WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, THEY SHALL BE JOINED ACCORDING TO THE DETAILS ON STANDARD DRAWING EC-STR-3E.

Ⓓ MAINTENANCE SHALL BE PERFORMED AS NEEDED; CAPTURED SOIL MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE AND/OR WHEN EVIDENCE OF FILTER CLOGGING IS OBSERVED.

Ⓔ STEEL POSTS SHALL BE ROLLED FROM HIGH CARBON STEEL AND SHALL HAVE A MINIMUM WEIGHT OF 1.25 LB/FT. POSTS SHALL BE HOT-DIPPED GALVANIZED OR PAINTED WITH HIGH GRADE WEATHER RESISTANT STEEL PAINT. STEEL POSTS SHALL BE EQUIPPED WITH AN ANCHOR PLATE HAVING A MINIMUM AREA OF 14 SQUARE INCHES. POSTS SHALL BE STUDDED, EMBOSSED, OR PUNCHED TO AID IN THE ATTACHMENT OF THE WIRE BACKING. POSTS AND ANCHOR PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM A702.

Ⓕ STEEL POSTS SHALL HAVE A PROJECTION FOR FASTENING WIRE TO THEM. WOVEN WIRE FENCE BACKING TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES. FABRIC SHALL BE FASTENED SECURELY TO WOVEN WIRE FENCE BACKING WITH TIE WIRES SPACED EVERY 24 INCHES ALONG TOP AND MIDSECTION. THE WIRE FASTENERS SHOULD BE EVENLY SPACED WITH AT LEAST SIX PER POST.

Ⓖ WOVEN WIRE FENCE BACKING SHALL MEET THE REQUIREMENTS FOR ASTM A-116 FOR NO. 11 FARM, DESIGN NO. 832-6-11, CLASS 3 COATING.

Ⓗ SILT FENCE WITH BACKING SHOULD BE PLACED ALONG OR NEAR THE GROUND CONTOUR. THE BOTTOM OF FENCE AT GROUNDLINE SHOULD BE ON A ZERO PERCENT (0%) GRADE, PLUS OR MINUS FIVE TENTHS OF ONE PERCENT (±0.5%).

Ⓘ STATIC SLICING IS THE PREFERRED METHOD OF FENCE INSTALLATION. STATIC SLICING INVOLVES THE INSERTION OF A NARROW CUTTING BLADE, PLACED AT THE SPECIFIED ANCHOR DEPTH FOR THE GIVEN FABRIC AS SHOWN ON THE APPLICABLE DETAIL, AND SIMULTANEOUSLY PULLING THE FENCE FABRIC INTO THE TRENCH AS THE TRENCH IS BEING EXCAVATED. ALTERNATE TRENCH-BASED METHODS ARE ALSO ACCEPTABLE. FOR TRENCH-BASED INSTALLATIONS, FENCING SHALL BE INSTALLED PER THE FOLLOWING STEPS AND IN THE FOLLOWING ORDER:

- EXCAVATE TRENCH A MAXIMUM OF 4 INCHES WIDE AND AT THE SPECIFIED DEPTH AS SHOWN ON THE APPLICABLE DETAIL. THE TRENCH SHALL BE HAND-CLEANED FOLLOWING EXCAVATION TO REMOVE BULKY DEBRIS SUCH AS ROCKS, STICKS, AND SOIL CLODS FROM THE TRENCH.
- INSTALL WIRE BACKING AND FABRIC IN TRENCH.
- BACKFILL TRENCH (OVER-FILL) WITH SOIL PLACED AROUND FABRIC.
- COMPACT SOIL BACKFILL WITH MECHANICAL EQUIPMENT. DO NOT DAMAGE THE FABRIC DURING COMPACTION (DAMAGED FABRIC SHALL BE REPLACED).
- DRIVE AND SET SUPPORT POSTS PER SPACING REQUIREMENTS SHOWN ON THIS DRAWING.
- ATTACH FABRIC TO THE POSTS USING WIRE TIES. SPACING AND DENSITY OF TIES SHALL BE INSTALLED AS DESCRIBED IN NOTE F.

Ⓙ TEMPORARY SILT FENCE WITH BACKING SHALL BE PAID FOR UNDER THE FOLLOWING BID ITEMS:

209.08.02 TEMPORARY SILT FENCE (WITH BACKING) PER LINEAR FOOT.

BACKING SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION OF TEMPORARY SILT FENCE.

Ⓚ SEDIMENT SHALL BE REMOVED FROM BEHIND THE TEMPORARY SILT FENCE WHEN IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE STRUCTURE AND PAID FOR UNDER ITEM NO. 209-05, SEDIMENT REMOVAL PER CUBIC YARD.

EROSION CONTROL PLAN LEGEND: • SFB • SFB • SFB • (TEMPORARY SILT FENCE WITH BACKING)

REV. 12-18-02: MODIFIED TABLE Ⓐ AND GENERAL NOTE Ⓐ.

REV. 7-20-04: CHANGED VALUES IN TABLE 2 FROM MEAN TO MARV VALUES.

REV. 4-18-08: MODIFIED FABRIC WEIGHT, ADDED NOTES Ⓘ AND Ⓙ, REVISED TABLE TITLE, REORDERED GENERAL NOTES, REFORMATTED SHEET, REVISED NOTES, MISC. EDITS TO DRAWING.

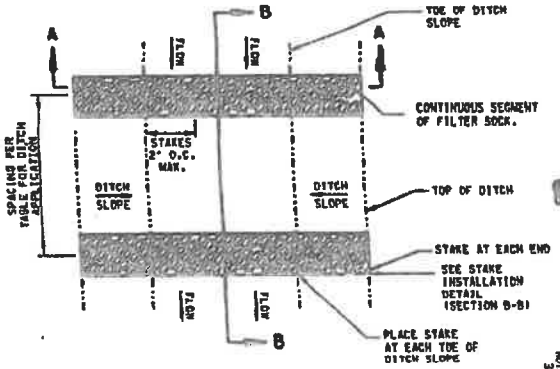
Ⓛ MINOR REVISION -- FINAL APPROVAL NOT REQUIRED.

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

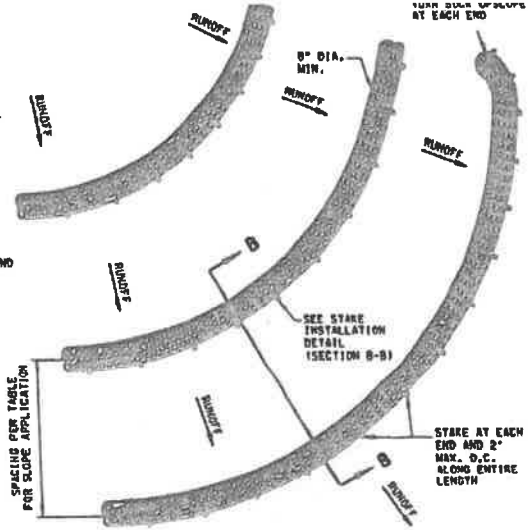
TEMPORARY SILT FENCE WITH BACKING

12-18-02 | EC-STR-3C

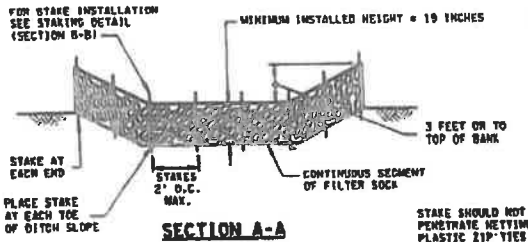
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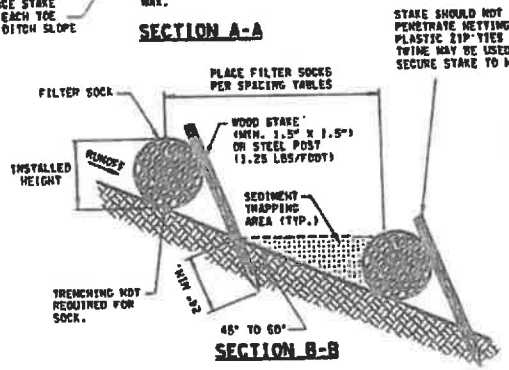
PLAN VIEW FOR DITCH APPLICATION



PLAN VIEW FOR SLOPE APPLICATION



SECTION A-A



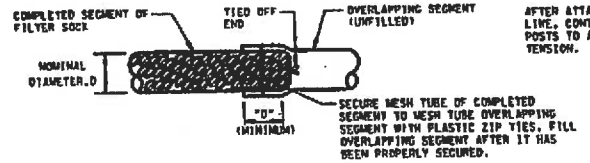
STAKE SHOULD NOT PENETRATE NETTING. PLASTIC ZIP TIES OR TWINE MAY BE USED TO SECURE STAKE TO NETTING

SECTION B-B

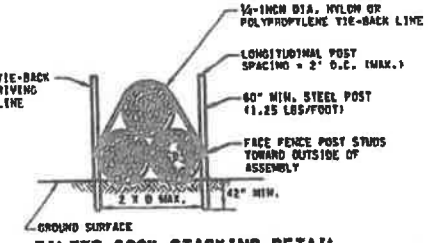
SOCK HEIGHTS INSTALLED		
NOMINAL DIAMETER, D	INSTALLED HEIGHT OF SINGLE SOCK	INSTALLED HEIGHT OF STACKED SOCKS
8"	6.5"	N/A
12"	9.5"	19"
18"	14.5"	29"
24"	19"	38"

MINIMUM SPECIFICATION FOR FILTER MEDIA		
PROPERTY	UNITS	RANGE
pH	pH	5.0 - 8.5
MOISTURE CONTENT	% WET WEIGHT BASIS	< 60
ORGANIC MATTER CONTENT	% DRY WEIGHT BASIS	25 - 100
PHYSICAL CONTAMINANTS	% DRY WEIGHT BASIS	< 1
PARTICLE SIZE	% PASSING SELECTED MESH SIZE, DRY WEIGHT BASIS	2 INCH - 95% ¾ INCH - 30% - 50% MAX. PARTICLE SIZE 2 INCHES

NOTE: MANUFACTURER SPECIFICATION MAY BE SUBSTITUTED WITH THE APPROVAL OF ENGINEER.



FILTER SOCK JOINT DETAIL (FOR SLOPE APPLICATION ONLY)



FILTER SOCK STACKING DETAIL

SEE NOTE Ⓓ

EROSION CONTROL PLAN LEGEND: ••SOCK••SOCK••SOCK••SOCK•• FILTER SOCK

FILTER SOCK CHECK DAM ESTIMATED QUANTITIES						
	V-DITCH¹			TRAPEZOIDAL DITCH²		
	24" FILTER SOCK (INSTALLED HEIGHT 19")	12" FILTER SOCK STACKED (INSTALLED HEIGHT 19")	18" FILTER SOCK STACKED (INSTALLED HEIGHT 29")	24" FILTER SOCK (INSTALLED HEIGHT 19")	12" FILTER SOCK STACKED (INSTALLED HEIGHT 19")	18" FILTER SOCK STACKED (INSTALLED HEIGHT 29")
LENGTH (FT)	20	60	48	24	72	60

1. ESTIMATED QUANTITIES BASED ON 4:1 SIDE SLOPES. QUANTITIES WILL VARY BASED ON ACTUAL DITCH CONFIGURATION.
2. ESTIMATED QUANTITIES BASED ON 4FT BOTTOM WIDTH, 4 FT DEPTH, AND 4:1 SIDE SLOPES. QUANTITIES WILL VARY BASED ON ACTUAL DITCH CONFIGURATION.

FILTER SOCK SPACING FOR SLOPE APPLICATION				
SLOPE	8"	12"	18"	24"
2%	70'	100'	N/A	N/A
5%	30'	60'	100'	100'
10%	20'	30'	70'	100'
6:1	N/A	20'	40'	55'
4:1	N/A	20'	30'	30'
3:1	N/A	N/A	20'	20'
2:1	N/A	N/A	20'	20'

N/A = NOT RECOMMENDED

FILTER SOCK SPACING FOR DITCH APPLICATION	
DITCH SLOPE	MAXIMUM FILTER SOCK SPACINGS
LESS THAN 2%	125'
2%	100'
3%	70'
4%	50'
5%	40'
6%	30'
GREATER THAN 6%	25'

BASED ON AN INSTALLED HEIGHT OF 19 INCHES, SEE NOTE D.

FILTER SOCK GENERAL NOTES

(A) FILTER SOCKS CAN BE PLACED IN DITCHES ON AT THE TOP, ON THE FACE, OR AT THE TOE OF SLOPES AS SEDIMENT-TRAPPING DEVICES. THEY CAN ALSO SERVE TO REMOVE SEDIMENT FROM RUNOFF AND RELEASE IT AS SHEET FLOW.

(B) FILTER SOCKS INSTALLED ON A SLOPE SHALL BE PLACED ALONG OR ON THE GROUND CONTOUR. WHERE POSSIBLE FILTER SOCKS APPLIED AT THE TOE OF A SLOPE SHOULD BE PLACED 10 FEET AWAY FROM THE TOE IN ORDER TO PROVIDE SEDIMENT STORAGE. THE MAXIMUM DRAINAGE AREA SHALL BE ¼ ACRE PER 100 LF OF SOCK.

(C) FOR DITCH APPLICATIONS, THE MAXIMUM DRAINAGE AREA SHALL BE 15 ACRES, AT SITES WHICH OUTFALL TO EXCEPTIONAL TENNESSEE WATERS OR SEDIMENT-IMPAIRED STREAMS, THE MAXIMUM DRAINAGE AREA SHALL BE LIMITED TO 10 ACRES. FILTER SOCKS SHALL NOT BE USED IN STREAMS, WETLANDS, OTHER NATURAL WATER RESOURCES, OR IN DITCHES WITH CONTINUOUS FLOWS.

(D) FOR DITCH APPLICATIONS, THE MINIMUM INSTALLED HEIGHT OF A SINGLE SOCK, OR OF AN ASSEMBLY OF STACKED SOCKS, SHALL BE 19 INCHES. FILTER SOCKS MAY BE STACKED AS DETAILED ON THIS DRAWING TO ACHIEVE THE REQUIRED HEIGHT. SOCKS SHALL BE PLACED PERPENDICULAR TO THE FLOW OF WATER. FILTER SOCKS SHALL CONTINUE UP THE SIDE SLOPES TO THE TOP OF BANK OR A MAXIMUM OF 3 FEET ABOVE THE INSTALLED HEIGHT FILTER SOCKS SHALL REMAIN IN PLACE UNTIL ALL UPSTREAM AREAS ARE PERMANENTLY STABILIZED.

(E) FILTER SOCKS SHALL CONSIST OF A TUBULAR MESH SOCK WITH OPENINGS NO GREATER THAN 3/8THS OF AN INCH IN SIZE. THE MESH SOCK IS NOT REQUIRED TO BE BIODEGRADABLE. FILL MATERIAL SHALL CONSIST OF EITHER WOOD CHIPS (MULCH) OR A 50/50 COMBINATION OF WOOD CHIPS AND MANUFACTURED COMPOST MATERIAL.

(F) FILTER SOCKS ARE TYPICALLY SUPPLIED AND INSTALLED IN DIAMETERS OF 8, 12, 18 OR 24 INCHES. DIAMETER TOLERANCE IS 2 INCHES. A FILTER SOCK WILL FLATTEN OUT TO AN OVAL WHEN IT IS PLACED; THUS, THE INSTALLED HEIGHT WILL BE LESS THAN THE NOMINAL DIAMETER.

(G) STEEL POSTS SHALL BE ROLLED FROM HIGH CARBON STEEL AND SHALL HAVE A MINIMUM WEIGHT OF 1.25 LB/FT. POSTS SHALL BE HOT-DIPPED GALVANIZED OR PAINTED WITH HIGH GRADE WEATHER RESISTANT STEEL PAINT. STEEL POSTS SHALL BE EQUIPPED WITH AN ANCHOR PLATE HAVING A MINIMUM AREA OF 14 SQUARE INCHES. POSTS SHALL BE STUDDED, EMBOSSED, OR PUNCHED. POSTS AND ANCHOR PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM A702.

(H) FILTER SOCKS ARE FILLED ON THE PROJECT SITE AND MAY BE UP TO 250 FEET LONG, WHEN USED ON LONG SLOPES. FILTER SOCKS MAY BE JOINTED AS SHOWN ON THIS DRAWING.

(I) ANY PRODUCT LISTED ON THE QUALIFIED PRODUCTS LIST AS AN APPROVED ALTERNATE TO FILTER SOCKS IS ALSO ACCEPTABLE. FOR DITCH APPLICATIONS, SANDBAG OR GRAVEL BAG BERMS MAY ALSO BE USED AS ALTERNATE MATERIALS.

(J) FILTER SOCKS SHALL BE PAID FOR UNDER THE FOLLOWING ITEM NUMBERS:

209-03.01 FILTER SOCK 12 INCH PER LINEAR FOOT
209-03.02 FILTER SOCK 18 INCH PER LINEAR FOOT
209-03.03 FILTER SOCK 24 INCH PER LINEAR FOOT
209-03.04 FILTER SOCK 12 INCH PER LINEAR FOOT
209-03.05 FILTER SOCK 18 INCH PER LINEAR FOOT
209-03.06 FILTER SOCK CHECK DAM PER EACH

PAYMENT SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL OF FILTER SOCKS.

(K) SEDIMENT SHALL BE REMOVED FROM BEHIND THE FILTER SOCK WHEN IT HAS ACCUMULATED TO ONE-HALF OF THE ORIGINAL HEIGHT OF THE STRUCTURE AND PAID FOR UNDER ITEM NUMBER 209-05, SEDIMENT REMOVAL PER CUBIC YARD.

(L) FILTER SOCKS SHALL BE INSPECTED AFTER EACH RUNOFF EVENT AND SHALL BE REMOVED AND REPLACED IF SIGNS OF UNDERCUTTING OR DOWNSTREAM RILLS ARE OBSERVED.

(M) FILTER SOCKS SHOULD BE REMOVED FROM SLOPES AFTER STABILIZATION IS COMPLETE. THIS MAY BE ACCOMPLISHED BY CUTTING THE SOCK OPEN AND SPREADING THE FILL MATERIAL ON THE SITE. ALL NON-BIODEGRADABLE MATERIALS SHALL BE REMOVED. FILTER SOCKS APPLIED IN DITCHES SHALL BE COMPLETELY REMOVED.

Ⓓ MINOR REVISION -- FHWA APPROVAL NOT REQUIRED.

NOT TO SCALE

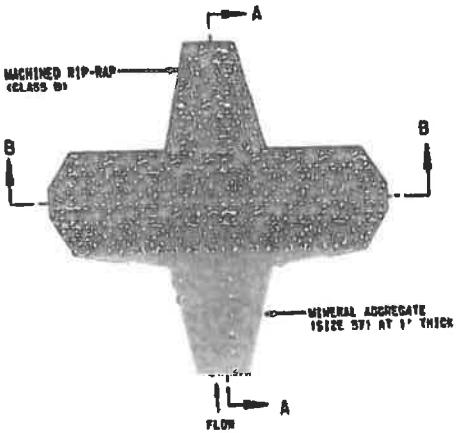
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

FILTER SOCK

4-1-00 EC-STR-8

TEMPORARY ROCK SEDIMENT DAM

(ITEM NOS. 303-10.01, 703-05.09, 740-10.03 & 740-10.04)



PLAN VIEW

MINIMUM ROCK SEDIMENT DAM DIMENSIONS				
DRAINAGE AREA (ACRES)	REQUIRED WEIR LENGTH, Bw (FEET)	REQUIRED CHANNEL WIDTH (FEET)	MAXIMUM WEIR FLOW VELOCITY (FT/SEC)	MINIMUM REQ'D WEIR HEIGHT, Do (FEET)
20	4.0	4.0	6.87	2.5
30	4.0	4.0	6.43	3.5
40	4.0	4.0	5.70	4.0
50	4.7	5.3	5.92	4.5

WEIR HEIGHT AND TOP WIDTH		
HEIGHT OF DAM (D) IN FEET	HEIGHT OF DAM TO FLOW LINE OF WEIR (Do) IN FEET	WIDTH AT TOP OF STRUCTURE (W) IN FEET
5 - 7	3 - 5	4
7 - 8	5 - 6	5
8 - 10	6 - 8	6

MAXIMUM HEIGHT (Do) OF DAM AT WEIR IS 8 FEET.

ROCK SEDIMENT DAM GENERAL NOTES

(A) DIMENSIONS SHOWN ON THESE DETAILS ARE THE MINIMUM THAT WILL BE ACCEPTABLE UNLESS OTHERWISE SPECIFIED BY THE PROJECT ENGINEER.

(B) THE CENTER OF THE TEMPORARY SEDIMENT DAM MUST BE AT LEAST TWO (2) FEET LOWER THAN THE OUTER EDGES. THIS WILL ELIMINATE THE ROCK - SOIL FAILURE POINT WHERE THE TEMPORARY SEDIMENT DAM AND NATURAL GROUND MERGE.

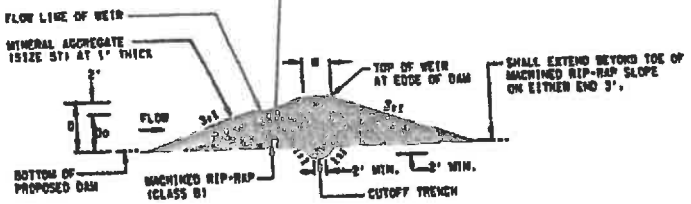
(C) THE MAXIMUM DRAINAGE AREA SHALL BE 50 ACRES.

(D) GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS OF THE STANDARD SPECIFICATION FOR GEOTEXTILES AASHTO DESIGNATION M-288, STABILIZATION.

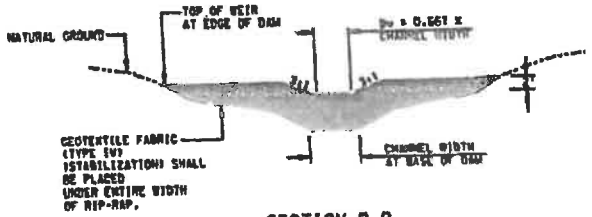
(E) [illegible]

(F) SEDIMENT SHALL BE REMOVED FROM BEHIND THE TEMPORARY SEDIMENT DAMS WHEN IT WAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE STRUCTURE AND PAID FOR UNDER ITEM NO. 209-05, SEDIMENT REMOVAL PER CUBIC YARD.

ITEM NO. 740-10.03 GEOTEXTILE FABRIC (TYPE III) (EROSION CONTROL) SHALL BE PLACED BETWEEN MINERAL AGGREGATE LAYER AND RIP-RAP LAYER AND BETWEEN MINERAL AGGREGATE AND NATURAL GROUND, THERE SHOULD BE TWO LAYERS OF FABRIC IN THIS AREA.



SECTION A-A



SECTION B-B

EROSION CONTROL PLAN LEGEND: (TEMPORARY ROCK SEDIMENT DAM)

REV. 12-18-98: CHANGED DRAWING NO. FROM EC-STR-12 TO EC-STR-12.

REV. 9-27-01: CHANGED ITEM NOS. 303-10.01 TO 303-10.02 AND 740-04.01 TO 740-10.04. CHANGED DESCRIPTION FOR ITEM NOS. 703-05.08 AND 703-05.09.

REV. 12-18-02: CHANGED GENERAL NOTE (C).

REV. 1-28-03: CORRECTED GENERAL NOTE (B). ADDED ADDITIONAL GEOTEXTILE FABRIC TO PROFILE VIEW.

REV. 4-15-08: REFORMATTED SHEET. REVISED NOTES, MISC. EDITS TO DRAWING.

MINOR REVISION -- SHOP APPROVAL NOT REQUIRED.

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

TEMPORARY ROCK SEDIMENT DAM

10-26-92 EC-STR-12

ECSTR12_041508.dgn 5/15/2008 11:28:24 AM

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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AGREEMENT WITH THE
CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

2025 SEWER SYSTEM IMPROVEMENTS

THIS AGREEMENT made this _____ day of _____, 20__, by and between the City of Mt. Juliet, Tennessee, hereinafter called the "Owner," and, _____ _____ hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the _____ day of _____, 20__ find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a Contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the 2025 Sewer System Improvements all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents of said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Supplementary Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

Item No.	Description	Est. Qty.	Unit	Price Per Unit	Total
A.	Unit Price Construction Items for Sewer Mains				
1	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	250	LF	$_____	$_____
2	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 0-6 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	270	LF	$_____	$_____
3	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 6-9 feet deep, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	3,280	LF	$_____	$_____
4	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, 9 feet or greater depths, outside roadway, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	698	LF	$_____	$_____
5	Proposed 18" DR 17 IPS HDPE sanitary sewer main, all depths, inside existing 20" casing pipe, including handling wastewater flows, and all other work described in the Contract Documents, complete in place and ready for use.	105	LF	$_____	$_____
6	Proposed 18" SDR 26, PS 115 PVC sanitary sewer main, all depths, under creek per Standard Creek Crossing Detail and TDEC permit, including handling wastewater flows, handling creek flows, concrete check dams, concrete encasement, and all other work described in the Contract Documents and permits, complete in place and ready for use.	65	LF	$_____	$_____
7	Replace existing manhole with new standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Concrete Admixture 0-9 feet deep, complete in place and ready for use.	20	EA	$_____	$_____

Item No.	Description	Est. Qty.	Unit	Price Per Unit	Total
8	Install new standard 4-foot diameter precast concrete manhole ASTM C-478 (48" diameter) with Xypex Admixture, 0-9 deep, complete in place and ready for use.	5	EA	$_____	$_____
9	Additional depth of manhole circular sidewall with Xypex Admixture, 9' + depth, complete in place and ready for use.	15	VF	$_____	$_____
10	Watertight manhole frame and cover watertight manhole frame and cover, complete in place and ready for use.	25	EA	$_____	$_____
11	Install manhole sewer marker / bollard, complete in place and ready for use.	9	EA	$_____	$_____
12	Install manhole vent pipe assembly, complete in place and ready for use.	4	EA	$_____	$_____
13	18" x 6" sewer service connection on PVC gravity sewer mains, complete in place and ready for use.	7	EA	$_____	$_____
14	6" SDR 26 PVC sewer service line and / or riser pipe, under or outside of roadway, complete in place and ready for use.	70	LF	$_____	$_____
15	4" or 6" PVC sewer service reconnections including all fittings with clean-out box, complete in place and ready for use.	7	LSE	$_____	$_____
16	Reconnect existing gravity sewer mains (various sizes) to proposed manholes, complete in place and ready for use.	6	EA	$_____	$_____
17	Bulkhead existing sewer mains (various sizes), complete in place.	4	EA	$_____	$_____
18	Abandon and / or remove existing manholes (various sizes), complete in place.	4	EA	$_____	$_____
19	Earthen check dam, complete in place and ready for use.	23	EA	$_____	$_____
20	Topsoil and seeding of trenches, complete in place.	4,320	LF	$_____	$_____
21	Pavement replacement, Type "A" asphalt full width overlay, in compliance with city paving standards, complete in place and ready for use.	20	LF	$_____	$_____
22	Asphalt driveway / parking lot pavement replacement / greenway, complete in place and ready for use.	30	LF	$_____	$_____
23	Concrete driveway replacement, complete in place and ready for use.	180	LF	$_____	$_____
24	Gravel driveway replacement, complete in place.	50	LF	$_____	$_____
B.	Unit Price Construction Items Ordered by the Engineer				
25	Class C concrete (2,000 psi) for encasement, concrete caps (including reinforcing steel) including concrete for bulk-heading existing pipes (as required), complete in place.	10	CY	$_____	$_____
26	Bituminous (temporary) cold mix asphalt, complete in place.	20	TON	$_____	$_____
27	Unclassified excavation for undercuts, complete in place.	30	CY	$_____	$_____
28	Crushed stone backfill for undercuts, complete in place.	30	CY	$_____	$_____
29	Silt Fencing, sediment tubes, or approved equal device(s) for erosion control, complete in place	4,000	LF	$_____	$_____

Item No.	Description	Est. Qty.	Unit	Price Per Unit	Total
C.	Lump Sum Construction Items Ordered by the Engineer				
30	Connect proposed 18" sewer main to existing manhole at Station 0+00 on Sheet 3, including but not limited to handling wastewater flows, resilient manhole connector boot, reworking invert, kor-n-seal connection and all other work required and/or indicated for a complete and ready to use installation.	1	LSE	$_____	$_____
				TOTAL	**$**_____

ARTICLE IV - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. _____, _____, _____, and _____.
2. Supplementary Conditions of Contract
3. General Conditions
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation to Bid
8. Contractor's Proposals
9. This Instrument

This Contract is intended to conform in all respects to applicable statutes of the state in which the work is to be constructed and, if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written Notice to Proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents within **300** consecutive calendar days from and including the date to start work established in a written order from the Owner. Contractor shall, and agrees to, furnish and deliver to Owner within fifteen (15) days after date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The Contractor's attention if directed to the provisions for liquidated damages as provided in Paragraph 13 of the Supplementary Conditions, in addition to the Excess Cost of Engineering.

The Contractor hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the project within **300** consecutive calendar days from and including the date to start work established in a written order for the Owner as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of $500.00 per day for each consecutive calendar day thereafter as provided in Paragraph 13 of the Supplementary Conditions.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

_____
Contractor

ATTEST:

By_____

Title_____

By_____

Title_____

CITY OF MT. JULIET, TENNESSEE

By:_____
Mayor

BY: _____
City Manager

By:_____
Director of Public Works

Approved as to Form and Legality

By_____
Attorney for the Owner

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF MT. JULIET
PO BOX 256
MT. JULIET, TN 37122

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: MT. JULIET, TN – 2025 SEWER IMPROVEMENTS

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF MT. JULIET
PO BOX 256
MT. JULIET, TN 37122

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: CITY OF MT. JULIET, TN – 2025 SEWER SYSTEM IMPROVEMENTS

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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AFFIDAVIT

(To be attached to all Contracts)

STATE OF _____)
)ss
COUNTY OF _____)

_____

being first duly sworn on oath deposes and says that he is

_____
(attorney) (in fact or agent)

of _____
(bonding company)

surety on the attached Contract for the 2025 Sewer System Improvements project executed by

_____
(Contractor)

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above-mentioned Contract.

Signed _____

Subscribed and sworn to before me

this _____ day of _____, A.D., 20__.

_____

Notary Public _____ County _____)

My Commission expires:

_____

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER ☐	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A
	COMPANY LETTER B
INSURED	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNERS & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE $ PRODUCTS-COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE: DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON - OWNED AUTOS ☐ GARAGE LIABILITY				CSL $ BODILY INJURY PER PERSON $ PROPERTY DAMAGE $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ / AGGREGATE $
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY $ EACH ACCIDENT $ DISEASE-POLICY LIMIT $ DISEASE-EACH EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE

Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, Tennessee 37217

Sheet ____ of ____

Owner: _____

Project Name: _____

Location: _____

Contractor: _____

Contract Supplement No. _____

Date: _____

I. DESCRIPTION OF CHANGES INVOLVED

A.

B.

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1.	Amount of Original Contract	$_____
2.	Net (Addition) (Reduction) due to all previous Contract Supplements	$_____
3.	Amount of Contract including all previous Contract Supplements	$_____
4.	(Addition) (Reduction) to Contract due to this Contract Supplement	$_____
5.	Amount of Contract including this Contract Supplement	$_____

III. CONTRACT SUPPLEMENT CONDITIONS

1. The Contract completion date established in the Original Contract or as modified by previous Change Orders is hereby (extended) (reduced) _____ calendar days, making the final date of completion _____.

2. Any additional work to be performed under this Contract Supplement shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the supplemental contract drawings, and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications and Project Specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the Contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.

4. The Contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and Contractor's Insurance all work covered by this Contract Supplement. The Contractor will furnish to the Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Contract Supplements which exceeds the Original Contract Price by twenty percent (20%).

RECOMMENDED FOR ACCEPTANCE: _____
WATER MANAGEMENT SERVICES, LLC

ACCEPTED: CONTRACTOR _____

BY: _____

OWNER: CITY OF MT. JULIET, TENNESSEE

BY: _____
MAYOR

BY: _____
CITY MANAGER

BY: _____
DIRECTOR OF PUBLIC WORKS

Approved as to Form and Legality

By: _____
Attorney for the Owner

NOTICE OF AWARD

TO: _____

Project Description: _____
_____
_____

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 20__, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of $ _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within fifteen (15) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20__.

_____
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ this the _____ day of _____, 20__.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

Date: _____

Project: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20___, on or before _____, 20___, and you are to complete the work within _____ calendar days thereafter. The date of completion of all work is, therefore, _____, 20____.

_____
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,

_____ this the _____ day of _____, 20___.

By: _____

Title: _____

CONTRACT SPECIFICATIONS

DIVISION A - GENERAL REQUIREMENTS

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FOR

DIVISION A

GENERAL REQUIREMENTS

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2	SUBMITTALS	1-3

GENERAL REQUIREMENTS

SECTION 1

SUMMARY OF WORK

1. WORK COVERED BY CONTRACT DOCUMENTS

The Work to be performed is as described in the Invitation to Bid.

2. CONTRACTOR'S DUTIES

2.1 Except as specifically noted, provide and pay for:

Labor, materials, and equipment;

Tools, construction equipment, and machinery;

Samples, shipping costs, and tests;

Necessary utilities, such as water supply, electrical power, telephones, roads, fences, and sanitary facilities, including maintenance thereof;

Other facilities and services necessary for proper execution and completion of the Work.

2.2 Pay legally required sales, consumer, and use taxes.

2.3 Secure and pay for legally required permits, licenses, and government fees.

2.4 Give required notices.

2.5 Employ workmen and foremen with sufficient knowledge, skill, and experience to perform the work assigned to them.

2.6 Comply with the codes, laws, ordinances, rules, regulations, orders, and other legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work.

2.7 Submit written notice to Engineer of observed variance of Contract Documents from legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work.

2.8 Enforce discipline and good order among Contractor and Subcontractor employees. Any person employed by Contractor or Subcontractors who does not perform his work in a skillful manner, is incompetent, or acts in a disorderly or intemperate manner shall, at the written request of Owner, be removed from the project immediately and shall not be employed again in any portion of the Work without the approval of Owner.

2.9 Provide at all times facilities for access and inspection of the Work by representatives of Owner and of official governmental agencies designated by Owner as having the right to inspect the work.

2.10 Cooperate with other contractors who may be performing work for Owner and with Owner's employees working in the vicinity of the Work done under this Contract.

3. CONTRACTOR'S USE OF PREMISES

3.1 Confine operations at site to areas permitted by law, ordinances, permits, and the Contract Documents.

3.2 Do not load or permit any part of a structure to be subjected to any force that will endanger its safety.

3.3 Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke.

3.4 Assume responsibility for protection and safekeeping of products stored on premises.

3.5 Do not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority.

4. EXISTING FACILITIES

4.1 The existing facilities will be in continuous operation during the construction period.

4.2 Plan and conduct construction operations to avoid disturbing existing utilities, piping, equipment, and services in any manner which will interrupt or impair operations, except as approved by Engineer.

4.3 Submit for approval a construction sequence and detailed drawings and written explanations of the temporary facilities and appurtenances intended to be used in maintaining the uninterrupted operation of the existing sewer facilities.

5. PARTIAL OWNER OCCUPANCY

5.1 Owner, at its discretion, may place into service certain portions of the completed Work.

5.2 Provide proper access to Owner's personnel for this purpose.

5.3 Use and operation of a completed portion by Owner will constitute acceptance of that work.

5.4 Liability of Contractor for defects due to facility construction will extend for one year after the Work is placed in service.

GENERAL REQUIREMENTS

SECTION 2

SUBMITTALS

1. PROGRESS SCHEDULE

1.1 Prepare a detailed Progress Schedule in graphic form showing proposed dates of starting and completing each major division of the Work.

1.2 The schedule shall be consistent with the time and order of work requirements of the Specifications and shall be the basis of Contractor's operations.

1.3 Submit 3 copies to Engineer within 14 days after Notice to Proceed.

1.4 At the end of every month, submit a revised schedule showing the current status of the Work as compared to the projected status. The current application for a progress payment will not be processed until the revised schedule is delivered to Engineer.

2. BREAKDOWN OF CONTRACT AMOUNT

2.1 Submit a typewritten breakdown of major lump sum items for use in computing and checking periodical payment estimates.

2.2 No payment will be made until the breakdown has been submitted and accepted by Engineer and Owner.

2.3 The breakdown shall establish amounts for each division of work such as excavation, concrete, piping, electrical, process equipment, backfill, restoration, etc.

3. SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

3.1 General

3.1.1 Submit to Engineer shop drawings, project data, and samples required by the Specifications.

3.2 Shop Drawings

3.2.1 Shop drawings are original drawings prepared by the Contractor, subcontractors, suppliers, or distributors which illustrate some portion of the Work and show fabrication, layout, setting, or erection details of equipment, materials, and components.

3.2.2 Unless otherwise instructed, submit to Engineer for review and approval 5 prints of each plan.

3.3 Project Data

3.3.1 Project data are manufacturers' standard schematic drawings, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

3.3.2 Modify drawings to delete information not applicable and to add information applicable to the project.

3.3.3 Mark copies of printed material to identify pertinent materials, products, or models.

3.3.4 Show dimensions and clearances required, performance characteristics and capacities, and wiring diagrams and controls.

3.3.5 Submittal procedures shall be the same as for shop drawings.

3.4 Contractor Responsibilities

3.4.1 Review and approve shop drawings, project data, and samples before submitting them.

3.4.2 Verify field measurements, field construction criteria, catalog numbers, and similar data.

3.4.3 Coordinate each submittal with the requirements of the Contract Documents.

3.4.4 Submit shop drawings for major equipment items in one package to permit checking complete installation details.

3.4.5 In a clear space above the title block or on the back, hand stamp the following and enter the required information:

Specification Section .....

This document has been checked for accuracy of content and for compliance with the Contract Documents and is hereby approved. The information contained herein has been coordinated with all involved contractors.

Contractor .....

Signed .....

3.4.6 Contractor's responsibility for errors, omissions, and deviations from requirements of the Contract Documents in submittals is not relieved by Engineer's review.

3.4.7 Notify Engineer, in writing at time of submittal, of deviations in submittals from requirements of the Contract Documents.

3.4.8 Do not install materials or equipment which require submittals until the submittals are returned with Engineer's stamp and initials or signature indicating approval.

3.4.9 Revise returned shop drawings as required and resubmit until final approval is obtained. Indicate on the Drawings any changes which have been made other than those requested by Engineer.

3.4.10 Submit new project data and samples when the initial submittal is returned disapproved.

3.4.11 No claim will be allowed for damages or extension of time because of delays in the work resulting from rejection of material or from revision and resubmittal of shop drawings, project data, or samples.

3.5 Engineer's Duties

3.5.1 Engineer will review submittals for compliance with the Contract Documents and with the design concept of the project.

3.5.2 Review of a separate item does not constitute acceptance of an assembly in which the item functions.

3.5.3 Engineer will affix a stamp to the returned copy of each submittal. The stamp will be marked to indicate whether the submittal is "Approved," "Approved as Noted," or "Disapproved," and an explanation will be given if the submittal is unsatisfactory. The stamp will be initialed or signed certifying the submittal review.

4. OPERATING AND MAINTENANCE MANUALS

4.1 Furnish 5 copies of manuals of instructions for operation and maintenance of each item of equipment and valves furnished.

4.2 Include instructions for all components of the equipment, whether manufactured by the supplier or not, including valves, controllers, and other miscellaneous components.

4.3 Included Material as follows:

- Parts lists.
- Exploded or sectional views.
- Recommended lubrication and maintenance procedures.
- Internal wiring and piping diagrams.
- Detailed description of process, where applicable.
- Operating procedures.
- Other pertinent information of value to obtain peak performance.

4.4 Equipment Maintenance Schedule

4.4.1 In addition to the equipment operation and maintenance manuals, an equipment maintenance schedule shall be prepared for each piece of equipment. The schedule shall list routine preventive maintenance recommended by the equipment manufacturer. The schedule shall be listed as daily, weekly, monthly, quarterly, semiannually and annually.

4.4.2 The items listed in the schedule shall be those maintenance functions that Contractor and equipment suppliers expect the plant operating personnel to follow in order to meet warranty provisions, when the equipment is turned over to Owner.

4.4.3 The schedule for each piece of equipment shall be prepared in the same format. No photocopies or reproductions of the various equipment operation and maintenance manuals will be permitted.

DIVISION G -

SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

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FOR

DIVISION G

SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

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SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

SECTION 1

GENERAL REQUIREMENTS

1. GENERAL

1.1 Scope of Work

The sewers and appurtenances required on this Contract shall be furnished in full compliance with the Contract Specifications and the Contract Drawings.

Work to be performed under the Unit Price Items described subsequently herein shall include for each item all excavation (including rock excavation, if any) the removal of existing pavements, curb and gutter, sidewalks, driveways, brush and timber, structures and piping to be relocated or abandoned; also sheeting, diking, well pointing, bailing, dewatering; the furnishing and placing of bulkheads, the restoration of any utilities, parkways, trees, shrubbery, culverts, fences, and other items not covered under subsequent items disturbed by construction operations; backfilling and removal of excess excavated materials; and testing.

The cost of all such work and the cost of other work necessary for the complete sewer installation not specifically included for payment under the item of unit price payment Nos. described herein shall be merged with the various unit prices for the Unit Price Construction Items.

1.2 Standards

Where material and methods are indicated in the Specifications as being in conformance with the standard specification, it shall refer in all cases to the latest edition of the specifications and shall include all interim revisions. Listing of a standard specification without further reference indicates that the particular material or method shall conform with such listed specification.

1.3 Infiltration Tests

Certain times of the year acceptance of concrete sanitary sewers is not possible because there is not sufficient groundwater in order to make a proper infiltration test. Therefore, should the acceptance of lines be required during dry periods of the year, an exfiltration test is a part of the Contract and shall be used when ordered by the Owner or Engineer to ascertain whether a line is acceptable during dry periods. The maximum allowable infiltration and/or exfiltration shall not exceed 25 gallons per mile per inch diameter of sewer per 24-hour day at any time. This test shall not be required on lines that are low-pressure air tested as set forth below.

All sanitary sewer lines shall be air tested as a part of this Contract as specified in ASTM C-828-76T, as detailed in Section 4, Paragraph 1.2 of these Specifications**. Visual and video inspection shall also be required.**

2. WORK INCIDENTAL TO CONSTRUCTION

2.1 Work to be performed under this heading includes all the work designated as "Incidental to Construction" and shall be done in compliance with the Contract Drawings. The

Contractor is hereby referred to the Agreement, General and Supplementary Conditions Sections of these Specifications and the Contract Drawings. All work wherein there are not specified pay items shall be considered as "Incidental to Construction" and no additional compensation will be allowed.

2.2 In addition to the above-referenced requirements, and unless otherwise noted below, listed work shall be considered incidental to construction.

2.3 Public and Private Utilities

Utilities. Where any utilities, such as water, sewer, telephone, power, oil and gas transmission or any other, either public or private, are encountered, the Contractor shall provide adequate protection for them and will be held responsible for any damage to such utility from his operations. When it is apparent that construction operations may endanger the foundation of any utility conduit, pole, or the support of any structure, the Contractor shall notify the utility owner of this possibility and shall take such steps as may be required to provide temporary bracing or support of conduits, poles, or structures.

The cost of any bracing or support of conduits, poles, or structures as shown on the Contract Drawings shall be merged into the unit price per linear foot of gravity sewer. The Contractor shall be reimbursed for the bracing or supporting of utilities due to realignments of the gravity sewer to meet field conditions. Any realignment which eliminates any bracing or supporting necessary according to the Contract Drawings shall be credited to the Owner by the Contractor.

When in order to carry out the work, a pole (power or telephone) must be removed to a new location or moved and replaced after construction, the Contractor shall arrange for the moving of such pole or poles and lines thereof.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility owner and he shall see that his operations interfere as little as possible with the utility owner's operations.

Existing Sewer Facilities. In some instances, existing sewers, force mains, or drains may be encountered along the line of work. In all such cases, the Contractor shall perform his operations in such manner that sewer service will not be interrupted and shall, at his own expense, make all temporary provisions to maintain sewer and drain service. Unless otherwise indicated on the plans, the Contractor shall replace any disturbed sewer or drain or re-lay same at his own expense to a new grade to be approved by the Engineer, such that sufficient clearance for the sewer will be provided. The Contractor will reuse existing castings if not damaged or furnish new castings of the type required by the Engineer.

Where it is necessary to cut, remove and/or replace existing storm sewers and drain tiles, the Contractor shall make specific arrangements to maintain the flow of water and shall not place permanent bulkheads in any conduit. Temporary earth dams may be used to confine and/or channel the flow and shall be removed upon completion of the crossing.

The Contractor shall receive no extra compensation for replacement of sewers or drains encountered or for re-laying same at a new grade or line.

Existing Pumping Station Operation. The existing pumping station(s) will be in continuous operation during the construction period until such time as the tie-over is made.
The Contractor shall plan and conduct construction operations to avoid disturbing existing structures, piping, equipment, and services in any manner which will interrupt or impair operations except as approved by the Engineer.

The Contractor shall submit for approval a construction sequence intended to be used in maintaining the uninterrupted operation of the existing pumping station.

Existing Water Facilities. Where existing water mains are encountered in the work, they shall be maintained in operation.

Existing Gas Facilities. Where existing gas mains shown on the Contract Drawings are encountered, the Contractor shall arrange with the gas department for any necessary re-laying.

The Contractor will give adequate notice to the gas department to allow their location of gas lines ahead of the proposed construction with paint or stakes. The Contractor will be required to expose the gas mains prior to dynamiting and excavation where crossing pipeline installations. Track drill operations will be ceased short of the gas main and will resume on the other side of the main. The material under the gas line will be removed with hand drills and/or jack hammers. The selective use of "pop-shooting" with dynamite, which must be strictly controlled by the Contractor, may be allowed at the discretion of the Engineer.

Before backfilling any trench in which a gas main has been exposed, the Contractor shall notify the gas department to inspect the exposed main and perform any protective measures deemed necessary.

When the proposed construction is completed on a particular street, the Contractor and/or the gas department will check each particular street with natural gas detectors.

Existing Underground Electric and Telephone Facilities. Where existing underground electric or telephone facilities are encountered, the Contractor shall arrange with the Electric Company or Telephone Company for any necessary re-laying.

2.4 Dewatering

The Contractor shall perform all pumping, well pointing, ditching and any other necessary procedure to keep the excavation clear of groundwater, stormwater, or sewage during the progress of the work and until the completed work is safe from injury.

The Contractor shall maintain dewatering operations such that no groundwater, stormwater, or sewage will be allowed to build up over any concrete and/or masonry at manholes or structures for a period of 6 hours. This time period will be adjusted by the Engineer should temperature and curing conditions warrant.

All water pumped or drained from the work shall be disposed of in a manner satisfactory to the Engineer without damage to adjacent property or to other work under construction. The Contractor shall not dispose of storm or surface water through new or existing sanitary sewerage facilities.

It shall be the Contractor's responsibility to take all necessary precautions to protect all construction against flooding and/or flotation from hydrostatic uplift.

All dewatering procedures and maintenance thereof shall be considered an integral part of pipe laying and manhole construction operations and no separate payment will be allowed therefore.

Dewatering operations for manhole and/or structure construction shall be such that the groundwater or surface water is not being pulled over, around, or through the freshly placed concrete or masonry. The use of multiple pumps placed on each side of the manhole and/or at points in the trench downstream might be required. When required to protect the freshly placed concrete and/or masonry, timber or plywood forms will be positioned around the concrete or masonry so that the dewatering operations will not cause a separation of cement and aggregate. The cost of these dewatering and/or protection procedures shall be merged into the appropriate manhole or structure bid items.

2.5 Barricades and Warning Signs

The Contractor shall furnish, erect, and maintain such barricades, fences, lights, and danger signals and take other precaution measures that will ensure the protection of persons, property, and the work. Traffic control devices shall meet the requirements of the "Manual of Uniformed Traffic Control Devices" (MUTCD).

2.6 Maintenance and Access of Traffic

Portions of the work are located in developed areas requiring the access for fire and other departments to be provided for and at least one free lane shall be available for all traffic. Contractors are to arrange operations in these areas to meet these requirements and secure approval of operating procedures from the City of Lebanon, Tennessee, Department of Transportation, Wilson County Road Commission, or as the case may be.

Where sewers and/or force mains are constructed under paved roadway surfaces within public rights-of-way, the Contractor will restore the asphalt or crushed stone pavement and/or shoulders between shoulder lines. It shall be the responsibility of the Contractor, upon completion of the sewer installation, to regrade the street with pug mix to the template that existed prior to construction. This regrading shall be satisfactory to the City of Lebanon, Tennessee or Wilson County Road Commission before the street is released for paving operations.

The Contractor shall further be responsible for the maintenance of disturbed streets until repaving operations have been completed.

The Contractor shall restore all curbs, gutters, sidewalks, ramps and private driveways, or parking lots. Compensation for this work is detailed in other portions of this document and any item which must be removed as was evidence and necessary for the installation of the proposed sewer, for which there is no specific pay item(s), shall be considered as incidental to the construction of the proposed sewer and, therefore, no additional compensation will be allowed for the restoration of this (these) item(s).

The Contractor shall also be required to restore, at his own expense, all pavements disturbed by his operations where the sewer and/or force main was not constructed under the pavements. He shall further be required to replace at his own expense all pavements disturbed in the correction of sewer and/or force main deficiency discovered after restorations have been completed.

3. MATERIAL AND EQUIPMENT

Materials, products, and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling. Provide suitable, temporary weathertight storage facilities as may be required for materials or equipment which will be damaged by storage in the open. Protect from damage all materials delivered at the site. Do not use damaged material on the work.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers unless directed otherwise by the provisions of these Specifications.

4. SUPPLEMENTARY CONDITIONS

The Contractor's attention is called to the Supplementary Conditions indicated on the Plans and Specifications. The Drawings and Specifications reflect the type of construction that is anticipated in the various locations requiring special attention, but it shall be the responsibility of the Contractor to contact the various agencies including the State Highway Department, the gas company, telephone company, railroad company, Corps of Engineers, and other utilities and/or entities involved when working in areas where they will be concerned and for coordinating construction with their requirements in such a way to avoid conflicts, damage, or interruptions in service.

(a) The Contractor shall perform his work in such a manner that normal service on existing sewer lines and service to customers is maintained to the maximum extent possible. Such service shall be disrupted at such times and in such a manner as approved by the Engineer.

(b) The Contractor shall submit a work schedule to the Engineer for approval prior to beginning work. The schedule shall establish the planned sequence of line installation, service switch-over if required, and property restoration for the project.

(c) The Contractor shall maintain access to businesses and residences to the maximum extent possible.

(d) Easement Restrictions - The Contractor, upon request, will be furnished with plans showing easements obtained for the construction of sewers and appurtenances. The Contractor shall exercise due care in staying within the easement indicated and will be held strictly accountable for violations thereof. Any desired access points not shown on the Drawings must be acquired by the Contractor by negotiation with the property owner involved.

5. TESTING

The Specifications for Materials designate the testing applicable for materials incorporated in the work. Testing shall be done by the manufacturer in accordance with the applicable ASTM specification. Manufacturer shall furnish the Engineer with three (3) certified copies of the test results.

The Owner may, at his option, elect to have an independent testing laboratory test material to be furnished for incorporation in the work. Such testing, when done, shall be in accordance with provisions of the Specifications for Materials.

Acceptance testing for installed sewer line will be limited to visual testing, infiltration testing, and air testing unless directed otherwise by the Engineer.

6. PROJECT CLOSE-OUT

The premises and the job site shall be maintained in a reasonably neat and orderly condition and kept free from an accumulation of waste materials and rubbish during the entire construction period. Remove crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day.

When the Contractor requests a final inspection, the Engineer will inspect the work for completeness in accordance with the Contract Documents. Any deficiencies shall be promptly corrected by the Contractor.

Final acceptance cannot be made until the Contractor furnishes to the Owner a notarized certification in a form suitable to the Owner that all labor and material costs for the work have been paid by the Contractor and that there are no liens against the work.

Payment in full of the Final Application for Payment shall constitute acceptance of the work by the Owner subject to conditions of the Contract Documents.

SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

SECTION 2

MATERIALS

1. GENERAL

All materials to be incorporated in the project shall be first quality, new, and undamaged material conforming to all applicable portions of these Specifications.

The Contractor shall order materials for this project, including pipe materials, based on his own material take-off instead of the approximate quantities established in the bid proposal documents.

2. CONCRETE

Cement - Cement shall be Portland cement of a brand approved by the Engineer and shall conform to "Standard Specifications for Portland Cement," Type 1, ASTM Designation C-150, latest revision. Cement shall be furnished in undamaged 94-pound, one cubic foot sacks and shall show no evidence of lumping.

Concrete Fine Aggregate - Fine aggregate shall be clean, hard, uncoated natural sand conforming to ASTM Designation C-33, latest revision, "Standard Specifications for Concrete Aggregate."

Concrete Coarse Aggregate - Coarse aggregate shall consist of clean, hard, dense particles of stone or gravel conforming to ASTM Designation C-33, latest revision, "Standard Specifications for Concrete Aggregate." Aggregate shall be well graded between 1-1/2-inch and #4 sieve sizes.

Water - Water used in mixing concrete shall be clean and free from organic matter, pollutants, and other foreign materials.

Ready-Mix Concrete - Ready-mix concrete shall be secured only from a source approved by the Engineer and shall conform to ASTM Designation C-94, latest revision, "Specifications for Ready-Mix Concrete." Before any concrete is delivered to the job site, the supplier must furnish a statement of the proportions of cement, fine aggregate, and coarse aggregate to be used for each mix ordered and must receive the Engineer's approval of such proportions.

Class "D" Concrete - Class "D" concrete shall have a minimum compressive strength of 4,500 pounds per square inch in 28 days and shall contain not less than 5.5 sacks of cement per cubic yard.

Class "C" Concrete - Class "C" concrete shall have a minimum compressive strength of 2,000 pounds per square inch in 28 days and shall contain not less than 4.5 sacks of cement per cubic yard.

Class "B" Concrete - Class "B" concrete shall have a minimum compressive strength of 3,500 pounds per square inch in 28 days and shall contain not less than 5.0 sacks of cement per cubic yard.

Metal Reinforcing - Reinforcing bars shall be intermediate grade steel conforming to ASTM Designation A-615, latest revision, "Standard Specifications for Billet Steel Bars for Concrete Reinforcement." Bars shall be deformed with a cross-sectional area at all points equal to that of plain bars of equal nominal size.

3. CRUSHED STONE

Crushed stone for pipe bedding shall meet the quality requirements of ASTM D-692 and the grading requirements of AASHTO M-43 for size 67.

Crushed stone for backfill shall meet the quality requirements of ASTM D-692 and the grading requirements of AASHTO M-43 for size 67.

4. MANHOLE FRAMES & COVERS

Manhole castings shall conform to ASTM Designation A-48, latest revision, Class 30, and shall be free from scale, lumps, blisters, sandholes, and defects of every nature which would impair their use. Castings shall be well cleaned, with a smooth tough asphaltic coating. Covers shall be of the solid-indented type with the words "SANITARY SEWER" cast in raised letters thereon. Bearing surfaces of frames and covers shall be machined to provide a solid bearing and prevent rocking. Pattern drawings and weights of castings shall be submitted for the approval of the Engineer.

Vented lids shall be furnished and installed at ends of lines and at approximately 1,400 feet along line segments. Locations of all vented lids shall be at locations determined by the Engineer.

Manhole frames and covers (minimum clear openings to be 24 inches) shall be equal to those listed below for particular applications.

NON-TRAFFIC (Standard)	John Bouchard No. 1155 Composite Access Products Model Cap One
TRAFFIC	Same as Non-Traffic type specified above
WATERTIGHT	To be used where manhole casting is subject to flood or submergence by surface runoff John Bouchard No. 1123 Composite Access Products Model Cap One
HINGED WATERTIGHT	To be used where manhole casting is subject to flood or submergence by surface runoff and a hinged watertight is called for on the drawings (only outside of roadway/ not to be used in roadway) John Bouchard No. 1295-LM
WATERTIGHT INSERT	To be used as directed by Engineer. Manhole frame and cover to be same as non-traffic type as specified above. Insert to be Sewer Guard as manufactured by Preco Industries Ltd. or equal.

Exceptions to the above shall be noted on the Construction Drawings.

5. MANHOLE STEPS

Steps shall be (1) aluminum, equal to #15295 by Alcoa, or (2) ductile iron equal to Neenah No. R1981-Q, or (3) plastic encapsulated steel equal to No. PS 1-45 as manufactured by M.A. Industries, Inc., East Point, Georgia.

6. MONOLITHIC POURED-IN-PLACE MANHOLES

Concrete shall be Class D design mix and shall be submitted to the Engineer for approval. Also, for each day's pour, two test cylinders should be made and tested in compliance with ASTM 172, ASTM C-31 and ASTM C-39. These testings shall be done by a testing laboratory selected, employed, and paid for by the Contractor.

The Contractor shall submit to the Engineer and the Owner his choice of a testing laboratory for their approval. The Contractor shall instruct the testing laboratory to forward copies of the test reports to the Engineer and the Owner.

All manholes constructed and installed on this project shall be cast with XYPEX® Admix C-1000 RED in the concrete for waterproofing and corrosive protection. The manufacturer's recommended addition rate for Concentrate C-1000 RED is 3.5% by weight of cement. XYPEX® Concentrate C-1000 RED shall be as supplied by NexGen Coating Resources, Inc; 1231 Antioch Pike; Nashville, Tennessee.

The maximum depth of 4' diameter manhole sidewall shall not exceed 20 feet. The minimum wall thickness for 4'-0" inside-diameter manholes shall be 6 inches. The minimum wall thickness for 5'-0" and 6'-0" inside-diameter manholes shall be 8 inches.

The base concrete shall be Class D as stated above, vibrated on firm sub-grade foundation or suitable crushed stone bedding. The base shall have a minimum diameter 8 inches greater than the outside diameter of the manhole and a minimum thickness, including the area under the pipe, as follows:

0' to 8' Manhole	8"
8' to 12' Manhole	10"
12' to 20' Manhole	12"

All water shall be removed from the form before and during the placement of the concrete. The first placement of base concrete shall consist of approximately 1/2 cubic yard of concrete deposited evenly around the walls and vibrated until there is a minimum slope of 60 degrees from the bottom of the forms to the bearing surface both inside and outside of the manhole. When this is complete and before additional concrete is added, the concrete must be carefully vibrated on each side of each pipe.

Concrete must be deposited in evenly distributed layers of 18 inches with each layer vibrated to bond to the preceding layer. The wall spacers must be raised as the placements are made with the area from which the spacer is withdrawn being carefully vibrated.

Should a cold joint become necessary, a formed groove and reinforcing dowels (#5 bars 36 inches long at 12-inch centers) will be required in the top of the first placement for shear protection. Immediately before the second placement is made, the surface of the cold joint shall be thoroughly cleaned and wetted with a layer of mortar being deposited on the surface.

Felt adjustment rings will be formed and/or poured into the top section of the manhole to provide future manhole casting adjustments equal to two courses of brick.

The forms may be removed 24 hours after placement. At this time a membrane curing compound with a fugitive dye included will be applied by power spraying to the outside of the manhole. The Contractor must submit manufacturer's descriptive details for curing compounds for approval.
The monolithic manholes shall be backfilled to same level simultaneously all around. The manholes shall not be backfilled until they reach 75% of the specified design strength. A select gravel backfill material shall be placed adjacent to the manholes in areas where swelling clays exist.

A resilient pipe connector and "Cavity-O-Ring" seal shall be utilized to connect pipe to manhole sidewall.

Eccentric manhole cones shall be furnished and installed for 5-foot and 6-foot diameter manholes on precast or poured-in-place manholes. Concentric manhole cones may be installed on 5-foot and 6-foot diameter manholes if transition sections are used from 5-foot or 6-foot diameter to 4-foot diameter at approximately 60 inches above pipes. Details of proposed manhole construction shall be submitted to Engineer for approval.

7. PRECAST MANHOLES

Precast manholes shall conform to the latest revision of ASTM C-478. Drawings of manhole sections proposed for use on this project must be submitted to the Engineer for approval prior to use. Steps shall be furnished in accordance with Paragraph 5 of this Section, and care must be taken to assure a firmly embedded step with no cracks from mortar shrinkage which will allow leakage. Aluminum in contact with concrete shall be coated with heavy bitumastic paint. Loose steps and shrinkage cracks passing through manhole walls shall be cause for rejection.

All manholes constructed and installed shall be cast with XYPEX® Admix C-1000 RED, or approved equal, in the concrete for waterproofing protection. The minimum required addition rate for Concentrate C-1000 RED is 3.5% by weight of cement. Alternative waterproofing additives may be submitted for review and approval. Engineer must provide documentation that proposed substitutes for XYPEX® Admix C-1000 RED are equal in protection and manufacturer warranty. **This requirement for XYPEX® C-1000 shall also apply to formed and/or poured manhole invert and benches.**

Manholes that are identified to be epoxy coated shall be exempt from the admixture requirement.

Manhole sections showing evidence of cracking, crazing, honeycombing, crumbling, or excessive roughness will not be acceptable. Sections with improper cut-outs, misalignments or other defects shall not be utilized in the project.

Precast manhole panel (monolithic) bases may be used. Drawings of the monolithic bases proposed for use on this project must be submitted to the Engineer for approval prior to use. Bases shall have a minimum poured thickness of 6 inches with an additional minimum thickness of 2 inches above the poured base allowed at the invert of the downstream pipe for the construction of the invert.

Manhole sections shall be steam or water cured and shall not be delivered to job site until at least 7 days old. Each section shall be marked in a permanent manner with date of manufacture, manufacturer's mark, and manhole location or manhole number.

Manhole sections to receive pipes shall be furnished with appropriate cut-outs with resilient connectors for installation of pipe.

On precast manhole sidewall, an approved flexible plastic gasket equal to RAM-NEK shall be applied to the joint surface to placement of next manhole section. The placement of this gasket shall also be required under all manhole castings and adjustment rings for castings.

Testing and Inspection of precast manhole sections shall be done at the site of manufacture in accordance with ASTM C-478 by the Manufacturer. Compression tests shall be run on specimens obtained from each day's production: a minimum of 2 cylinders or cores per day's run but no less than the maximum number designated by ASTM C-478. The absorption test shall be run on a minimum of 2 randomly selected manhole sections per each day's production. Certified test reports shall be submitted in three (3) copies to the Engineer.

In addition to testing required of the manufacturer as described above, the Owner may provide an independent testing laboratory to make visual inspections of manhole sections produced from selected sections. The random samples will be selected by the Owner's testing laboratory and will be taken from stock on the Manufacturer's yard intended for use on this project. Core samples shall be cut from designated sections amounting to no more than 4% of the total production in order to run compressive strength and absorption tests. The Manufacturer shall cut the cores and seal the holes, but this testing shall be done by the Owner's testing laboratory and paid for by the Owner. In the event the samples fail to conform to the Specifications, the Manufacturer may furnish additional test specimens to the extent permitted by the Specifications. Testing done by the Owner's testing laboratory shall be in accordance with ASTM C-478, latest revision.

In the event of a discrepancy between results of tests run by the Manufacturer and tests run by the Owner's testing laboratory, the Engineer shall determine the test results which will be applicable.

8. RESILIENT CONNECTORS

All connections of pipes to manhole sidewalls shall be made with resilient connectors. Openings in the manhole sidewall shall be so constructed as to include the resilient connector such that it is an integral part of the sidewall and to provide for the required size and location of the pipe to connect to the manhole. The sidewall opening shall be manufactured to allow for lateral and vertical movement, as well as angular adjustments through 20°. The resilient connector shall be A-Lok as manufactured by A-Lok Products, Inc. or approved equal. The resilient connector shall meet all physical and performance requirements as set forth by ASTM C-923.

The Contractor shall install a flexible annular space filler around entire pipe with "Cavity-O-Ring" as manufactured by NPC Systems, Inc. of Milford, NH or approved equal.

9. DUCTILE IRON PIPE

Ductile iron pipe for gravity lines and force mains shall conform to USA Standard A21.51 for centrifugally cast pipe. The pipe shall be manufactured of iron having acceptance values of 60-42-10.

Pipe shall be furnished in lengths of 18 feet to 20 feet and, unless otherwise indicated, shall be provided with a compression type slip joint equal to the Fastite joint as manufactured by American. Gaskets and lubricants shall be furnished with the pipe.

Pipe shall be furnished with standard thickness cement lining on the inside with a bituminous seal coat and a bituminous coating on the outside. Cement lining shall conform to USA Standard A21.4. The exterior of the pipe shall be clearly marked to indicate the manufacturer, date of manufacture, the pipe class and weight. Exterior markings shall also positively identify the pipe as being Ductile Iron.

Ductile iron pipe shall be furnished with wall thickness in accordance with the following schedule (or heavier), unless noted otherwise on the Drawings (Thickness Class 52).

Nominal Pipe Diameter	Minimum Wall Thickness
6"	0.31"
8"	0.33"
10"	0.35"
12"	0.37"
16"	0.40"
18"	0.41"
20"	0.42"
24"	0.44"
30"	0.47"
36"	0.53"
42"	0.59"
48"	0.65"

All ductile iron pipe shall be first quality, with manufacturer's identification and pipe class clearly shown on each section.

Where restrained joint ductile iron pipe (DIP) and restrained joint ductile iron pipe (DIP) fittings are required, the restrained joint DIP pipe shall be Class 52, thickness class. The restrained joint DIP pipe and fittings shall be manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Restrained joint fittings and the restraining components shall be ductile iron in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53 with the exception of manufacturer's proprietary design dimensions. Restrained joint pipe and fittings shall be United States Pipe and Foundry Company's TR FLEX® pipe and fittings or Engineer approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe's TR FLEX GRIPPER™ ring, TR FLEX® pipe field weldments or Engineer approved equal.

Pipe manufacturer shall furnish, upon request, the test date for quality control during the manufacturing period for pipe furnished on the project. Testing and inspection shall be in accordance with ASA A21.51. Tests to include hydrostatic test (500 psi - 10 sec.); tensile test; impact test; one sample to be taken during each casting period of approximately 3 hours.

10. POLYVINYL CHLORIDE (PVC) SEWER PIPE (SOLID WALL PIPE)

PVC sewer pipe may be used for gravity sewer lines, if indicated on the Contract Drawings. PVC sewer pipe shall be **SDR 26**, or heavier, manufactured in accordance with ASTM D-3034, latest revision, for type PSM sewer pipe and fittings, 4-inch through 15-inch; ASTM F-679, 18-inch through 27-inch. Pipe shall be furnished in lengths not exceeding 14 feet. Pipe shall be furnished with integral bells: gaskets and lubricants

shall be furnished by the pipe manufacturer. Pipe and fittings shall be made of PVC plastic having a cell classification of 12454-B or 12454-C as defined in ASTM D-1784.

Joints shall be compression type utilizing an elastomeric gasket providing a positive seal against groundwater and root intrusion as well as sewage leakage and shall be in accordance with ASTM D-3212. Gaskets shall comply with physical requirements specified in ASTM F-477, latest revision. Lubricant shall be furnished with the gaskets and shall be entirely compatible with gasket and pipe material.

Joints shall show no signs of leakage when tested as follows (supersedes ASTM D-3034): Typical joint assembly shall be subjected to internal hydrostatic pressure of 10.8 psig for 10 minutes without leakage; assembly shall also be subjected to internal vacuum of 22 inches of mercury or external pressure of 10.8 psig for 10 minutes without leakage. The above internal pressure and vacuum (or external pressure) tests shall be run on a typical joint assembly in concentric alignment and in a position of angular deflection to at least 3.

Testing and inspection of all pipe shall be done at the factory with a certified copy of test results furnished to the Engineer prior to any pipe being installed. Tests shall be done in accordance with ASTM D-3034 or ASTM F-679 and shall include: Pipe and Fitting Dimensions; Pipe Flattening; Impact Resistance; Pipe Stiffness; Joint Tightness; and Extrusion Quality. At least 1% of the production of each size furnished for this project shall be tested.

Each pipe section shall be marked with the following information:

4-inch to 15-inch:

Manufacturer's name or trademark; nominal pipe size; PVC cell classification; Legend "Type PSM SDR 26 PVC Sewer Pipe"; ASTM D-3034.

18-inch to 30-inch:

Manufacturer's name or trademark; nominal pipe size; PVC cell classification; Legend "PS 115 PVC Sewer Pipe"; ASTM F-679.

Note: Sewer service pipe from the sewer mains shall be Schedule 40 PVC. The Contractor shall utilize an adapter at the mainline tee to transition from ASTM 3034; SDR 35 PVC pipe to Schedule 40 PVC service pipe.

11. SEWER FITTINGS AND ADAPTERS

Fittings and adapters for use with PVC or D.I.P. pipe shall be manufactured in accordance with the Specifications for the respective types of pipe.

Note: Special coupling adapters for point repairs on sewer lines and/or joining sewer services, sewer lines shall provide for shear / differential settlement protection and shall be Mission Flex-Seal ARC sewer couplings as manufactured by Mission Rubber Company or Engineer/Owner-approved equal.

12. SEWER SERVICE SADDLES, CLEAN-OUTS, WYES, BOXES, AND COVERS

Typical sewer service clean-outs (4-inch) shall be installed as per Standard Details. The clean-out shall consist of a clean-out wye (no tees) along with a 45° bend. The 4-inch Sewer Popper Cleanout and Relief Valve by Jones Stephens Corporation or Engineer approved equal shall be contained in a precast concrete/cast iron valve box.

Wherever the valve box is located, either in a roadway or outside roadway, the valve box shall be constructed of concrete and cast iron in accordance with the following:

Valve Boxes - Valve boxes are to be made of pre-cast concrete sections measuring 11" x 13-1/4" inside dimensions and 17" x 19-1/4" outside dimensions with the height of 12 to 15 inches. Reinforcement shall be placed and shall conform to the requirements of ASTM A-15 and ASTM A-305 for intermediate grade.

Footing blocks for standard concrete valve boxes are to be pre-cast in blocks measuring 12" x 12" x 4". No reinforcing steel is required in footing blocks.

Valve Box Frames and Covers shall be made of heavy cast iron and shall meet the requirements of ASTM A-48, Class 40.

All casting shall be made accurately to the required dimensions and shall be sound, smooth, clear and free of blemishes of other defects. Defective castings which have been plugged or otherwise treated to remedy defects shall be rejected. Contact surfaces of frames and covers to be machined so that the covers rest securely in the frames with no rocking. The cover shall be in contact with the frames for the entire perimeter of the contact surface.

The valve box frames and covers shall be as manufactured by Bouchard No. 8006, Roadway Type, Nashville Standard or equal. The cover shall be marked "SEWER."

Sewer service saddles used for reconnection of existing sewer service to main line sewer rehabilitated by CIP lining shall be DFW / HPI Flexible Saddle of a molded unit consisting of an insert surrounded by Elastomeric Polyvinyl Chloride (PVC) as manufactured by Hefco Plastics, Inc. of Troupe Texas, local dealer Hayes Pipe Supply in Nashville, Tennessee (615) 217-3040 or approved equal. Each saddle shall be supplied with corrosion resistance series 300 stainless steel clamps.

Epoxy used to bond saddle to CIP host pipe shall be PC-11® White Epoxy Paste as manufactured by PC-Products of Allentown, Pennsylvania, local dealer Hayes Pipe Supply in Nashville, Tennessee (615) 217-3040 or approved equal. Epoxy shall be capable of being applied to a dry, wet or underwater surface.

13. SEALING AND PROTECTIVE COATING FOR INTERIOR SURFACES OF EXISTING MANHOLES

The Contractor shall submit materials to be used to the Engineer for review and approval.

Manhole sealing involves materials to be used for sealing existing manhole sidewalls and/or inverts. For voids, brickwork joints, leaks, and/or invert work required, a Portland cement based hydraulic cement, Thoroc™ Plug and Thoroc™ Patch as manufactured by Thoroc / ChemRex, Inc. (formally Preco Industries Ltd.), Shakopee, Minnesota or Engineer-approved equal shall be used.

Materials for sealant applications shall be Durpal, Drycon Grey, Drycon White, Brush-Bond, SP15 Spray Mortar as manufactured by Thoroc / ChemRex, Inc., or Engineer-approved equal. This material shall be a Portland cement slurry which consists of Portland cement and finely graded mineral fillers and inorganic co-polymer additives which prevents seepage of water through the manhole inverts, benches and sidewalls under a hydrostatic pressure.

NOTE: Other optional manhole sealing material suppliers may be as follows:

a. Quadex Manhole Restoration Systems as manufactured by Quadex, Inc. of Little Rock, Arkansas (888-831-1650).

b. Strong-Seal® Systems as manufactured by Chemtron International, Inc. for Strong-Seal Systems of Pine Bluff, Arkansas. The local representative for Strong-Seal is Mr. Greg Guess, Hendersonville, Tennessee (615-264-6326).

The Contractor shall submit materials to be used to the Engineer for review and approval.

The cured system shall exhibit the following properties:

1.	TENSILE STRENGTH, psi ASTM C-190	745
2.	COMPRESSIVE STRENGTH, psi ASTM C-109	5715
3.	FLEXURAL STRENGTH, psi ASTM C-348	1585
4.	BRICK BOND STRENGTH, psi ASTM C-321	475
5.	SHEAR BOND STRENGTH ASTM C-109	775
6.	ABRASION RESISTANCE (percent weight loss) ASTM C-241	1.15
7.	IMPACT STRENGTH Inch Pounds	16
8.	WATER VAPOR TRANSMISSION RATE Perms 1/4" Thick Specimens ASTM E-96	3-7
9.	WATER ABSORPTION (percent water absorbed) ASTM C-140	2

10. FREEZE THAW RESISTANCE
(cycles passed)
ASTM C-291 60

Where specified on the Contract Drawings and in the Proposal Section, the Contractor shall furnish and apply to the interior of manholes a chemical-resistant epoxy Sewer Guard® HBS 100 Epoxy Liner (formally Fosroc Epoxy Liner) as manufactured by Thoroc / ChemRex, Inc., of Shakopee, Minnesota or Engineer-approved equal. The local representative for Thoroc / ChemRex, Inc. is Mr. Andrew Karp, Franklin, Tennessee (615-794-6392).

NOTE: Another optional epoxy liner may be Strong-Seal ® Systems Epoxy Topcoat as manufactured by Chemtron International, Inc. for Strong-Seal Systems of Pine Bluff, Arkansas. The local representative for Strong-Seal is Mr. Greg Guess, Hendersonville Tennessee (615-264-6326) and Quadex Aluminaliner as manufactured by Quadex, Inc. of Little Rock AR (888-831-1650).

Note: All sealing and coating of interior manhole and invert surfaces shall be by the spray applied method only.

18. 80 PSI FLOWABLE FILL FOR TRENCHES IN CITY STREETS OR STATE HIGHWAYS, IF REQUIRED

Flowable fill is a low-strength mixture consisting of Portland cement, sand, Class F fly ash, water and other materials as approved by the Engineer. Flowable fill shall have a density between 115 lbs/cubic foot and 130 lbs/cubic foot.

Ingredient materials shall meet the following requirements:

Portland Cement, Type I:	801	
Sand:	804	
Fly Ash, Class F:	844	(Contrary to subsection 844.01, the loss on ignition shall not exceed 12%)
Water:	803	

Flowable fill shall be proportioned as follows, per cubic yard:

Cement:	30 lbs.
Fly Ash, Class F:	300 lbs.
Sand (S.S.D.):	3,000 lbs.
Water (Maximum):	550 lbs.

Flowable fill shall be provided in accordance with requirements of Tennessee Department of Transportation's current Standard Specifications for Road and Bridge Construction

19. PLAIN STONE RIP-RAP

Plain stone rip-rap material shall be sound, durable, free from cracks, pyrite intrusion and other structural defects. Wear shall not exceed sixty by the Los Angeles Method. When crushed aggregate is subjected to five alternations of the sodium sulfate soundness test, the weighted percentage of loss shall not be more than fifteen. At least 90 percent of the stone shall not be less than 8 inches wide by 12 inches long by 12 inches deep and shall be approximately rectangular in shape. This material and

placement shall be in compliance with paragraph 709.06 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

20. GROUTED STONE RIP-RAP (not anticipated on this project)

Grouted stone rip-rap material shall be provided and placed as specified for plain stone rip-rap above. After chinking and filling, the voids shall be filled with grout. The grout shall be composed of one-part Portland Cement and four parts of sand. These materials and placement shall be in full compliance with Paragraph 709.07 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

21. EROSION CONTROL MATTING FOR SEEDED AREAS, IF REQUIRED

Erosion control matting for seeded areas, if required, shall consist of furnishing, placing, and securing either jute mesh, excelsior matting, erosion control fabric or other approved matting on previously shaped and seeded drainage channels, slopes, or other areas at locations shown on the plans or as specified by the Owner/Engineer. These materials and placement shall be in full compliance with Section 805; Paragraphs 805.01 thru 805.05 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction. North American Green No. 125 or Engineer approved equal may be used for this purpose.

23. MANHOLE (DISH) INSERTS FOR INFLOW PROTECTION

The Contractor shall install "inflow protector manhole inserts" with the exception of watertight F & C's and the end-of-line manholes which shall be equipped with a manhole cover with vent holes. The manhole insert shall be as manufactured by Syneco Systems, Inc., of Chanhassen, MN; or, Parson Environmental Products, Inc., of Reading, PA, or Owner/Engineer approved equal.

24. EXTERNAL JOINT WRAP

External joint wrap shall consist of a minimum 9" width wrap with an outer layer of polyethylene, having a minimum tensile strength of 3,000 psi. Joint wrap may utilize either an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric, or a heat-shrinkable sleeve of polyethylene. The joint wrap shall be installed on all manhole joints prior to backfilling. Joint wrap shall be RUBR-NEK, ConWrap CS-212, Wrapid Seal or approved equal.

SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

SECTION 3

CONSTRUCTION

1. PRELIMINARY WORK

1.1 Surveying, Staking and Cut Sheets - The Engineer will provide adequate bench marks and control lines, but offset staking shall be the responsibility of the Contractor. The Contractor shall prepare cut sheets and submit them in quadruplicate for the Engineer's approval. The cut sheets shall have ground elevations at 25-foot intervals and at major changes of the ground profile (ditches, ledges, etc.). Two sets of the approved cut sheets will be returned to the Contractor. The Engineer shall check cut sheets before construction is started.

Alignment and grade shall be maintained by the use of offset hubs. There shall be at minimum:

(1) Two (2) alignment and grade offset hubs at each manhole.

(2) For use with batter boards: At a maximum interval of 50 feet (when sewer grade is less than 1%, maximum intervals shall be 25 feet).

(3) For use with laser device: At 50 feet and 100 feet out of each manhole.

1.2 Location and Protection of Underground Utilities - Prior to trenching the Contractor shall determine, insofar as possible, the actual location of all underground utilities in the vicinity of these operations and shall clearly mark their locations so they may be avoided by equipment operators. Where such utility lines or services appear to lie in the path of construction, they shall be uncovered in advance to determine the exact location and depth and to avoid damage due to trenching operations. Existing facilities shall be protected during construction or removed and replaced in equal condition, as necessary.

Should any existing utility line or service be damaged during, or as a result of, the Contractor's operations, the Contractor shall take such emergency measures as may be necessary to minimize damage and shall immediately notify the utility involved. The Contractor shall then repair the damage to the satisfaction of the utility or shall pay the utility for making the repairs. In all cases, the restoration and/or repair shall be such that the damaged structure will be in as good or better condition as before the damage occurred.

1.3 Minimum Horizontal and Vertical Clearances for Sanitary Sewers and Water Mains - Where sewer lines pass over or within 4 feet of water mains, the sewer line shall be encased in concrete. A vertical clearance of 18 inches shall be maintained between sanitary sewer and water main. A horizontal clearance of 10 feet shall be maintained between sanitary sewers and water mains.

1.4 Removal of Obstructions - The Contractor shall be responsible for the removal, safeguarding and replacement of fences, walls, structures, culverts, street signs, billboards, shrubs, mailboxes, or other obstructions which must be moved to facilitate construction. Such obstructions must be restored to at least their original condition.

1.5 Clearing and Grubbing - The Contractor shall be responsible for cutting, removing and disposing of all trees, brush, stumps, roots and weeds within the construction area. Disposal shall be by means of chippers, landfills, or other approved method and not in conflict with State or local ordinances.

Care shall be taken to avoid unnecessary cutting or damage to trees not in the construction area. The Contractor will be responsible for loss or damage to trees as well as other damages outside the permanent easement or rights-of-way resulting from the Contractor's activities.

2. EXCAVATION

2.1 General - The Contractor shall perform all required excavation and backfilling incidental to the installation of the sewers, manholes, force mains, and other appurtenances under this Contract. Excavation shall be carried to the depths indicated on the Drawings or as necessary to permit the installation of pipe, bedding, structures, or appurtenances. Care shall be taken to provide a firm, undisturbed, uniform surface in the bottoms of trenches and excavations for structures. Where the excavation exceeds the required depth, the Contractor shall bring the excavation to proper grade through the use of an approved incompressible backfill material (generally crushed stone or fill concrete, depending upon the nature of the facility to be placed thereon). In the event unstable soil conditions are encountered at the bottom of the excavation, the Engineer may direct the Contractor to continue the excavation to firm soil or to provide pilings or other suitable special foundations.

The Contractor shall take such precautions as may be necessary to avoid endangering personnel, pavement, adjacent utilities or structures through cave-ins, slides, settlement or other soil disturbance resulting from his operations. The Contractor shall be responsible for storage of excavated material, disposal of surplus excavated material, trench dewatering and other operations incidental to excavation and backfilling operations.

The Contractor's attention is directed to the requirements on the Contract Drawings where portions of trench excavation prohibits any blasting operations.

2.2 Classification of Excavation - All excavation shall be unclassified and the cost of excavation shall be merged into the price per foot for the pipe sewer. No distinction will be made between rock and earth excavation and no separate payment will be allowed thereof.

This item includes all cost involved in the removal and disposal of the rock.

2.3 Pavement Removal - Where existing paved streets, roads, parking lots, drives or sidewalks must be disturbed during construction of the project, the Contractor shall take the necessary steps to minimize damage. Permanent type pavement shall be cut or sawed in a straight line before removal, and care shall be taken during excavation to avoid damage to adjacent pavement. Where trucks or other heavy equipment must cross curbs or sidewalks, such areas shall be suitably protected.

2.4 Trench Excavation - Trenches shall be neatly excavated to the alignment and depth required for the proper installation of pipe, bedding material, and appurtenances. Trenches shall be opened up far enough ahead of pipe laying to reveal obstructions but, in general, shall not include more than 300 feet of continuous open trench at any time. The Contractor will be required to follow up trenching operations promptly with pipe laying, backfill and clean-up and, in event of failure to do so, may be prohibited from opening additional trenches until such work is completed.

The Contractor shall plan his operations so as to cause a minimum of inconvenience to property owners and to traffic. No road, street or alley may be closed unless absolutely necessary, and then only if the following conditions are met:

1. Permit is secured from appropriate State, County or Municipal authorities having jurisdiction.
2. Fire and Police Departments are notified before road is closed.
3. Suitable detours are provided and are clearly marked.

No driveways shall be cut or blocked without first notifying the occupants of the property. Every effort shall be made to schedule the blocking of drives to suit the occupants' convenience and, except in case of emergency, drives shall not be blocked for a period of more than 8 hours.

The Contractor shall furnish and maintain barricades, signs, flashing lights, and other warning devices as necessary for the protection of public safety. Flagman shall be provided as required on heavily traveled streets to avoid traffic jams or accidents.

Trench width shall be held to a minimum, consistent with proper working space for the assembly of pipe. Maximum trench width up to a point one foot above top of pipe shall be limited to the outside pipe diameter plus 16 inches. Boulders, large stone, shale, and rock shall be removed to provide clearance of 6 inches below and on each side of the pipe.

Trench walls shall be kept as nearly vertical as possible with due consideration to soil conditions encountered and when necessary, sheeting or bracing shall be provided to protect life and property.

Where unstable soil conditions are encountered at the trench bottom, the Contractor shall remove such additional material as may be directed by the Engineer and replace the excavated material with approved backfill.

The Contractor shall excavate by hand wherever necessary to protect existing structures or utilities from damage or to prevent over-depth excavation in the trench subgrade.

Excavated material shall be stored safely away from the edge of trench and in such a way as to avoid encroachment on private property.

2.5 Excavation for Structures - Excavation for manholes, junction boxes, piers, or other structure shall be only as large as may be required for the structure and for working room around the structure. In earth, excavation shall generally extend to the outer limits of the structure at the bottom and shall slope outward at such angle as may be required for stability of excavated face. In rock, excavation shall be carried to a point 6 inches outside the structure so that no rock is left within 6 inches of the finished structure. Rock excavation for manhole slabs shall extend only to the bottom and edges of the slab.

Care shall be taken as the excavation approaches the desired grade to avoid over-depth excavation and provide a firm and undisturbed soil surface on which footings, slabs, or foundations are to be placed. Should the Contractor excavate below the desired grade level, the excavation shall be brought to grade by the use of Class C concrete at the expense of the Contractor. The use of tamped earth backfill under foundations, footings, or slabs will not be acceptable.

Where structures rest partially upon rock, the rock shall be excavated to a point 6 inches below bottom of structure and compacted crushed stone shall be used to bring the excavation back to grade. Where the structure will rest completely on sound solid rock, the rock shall be excavated to a point 4 inches below bottom of structure and compacted crushed stone shall be used to bring the excavation back to grade. The Contractor is cautioned to use care in leveling prior to the setting of precast manholes of junction boxes.

Should the material found at the desired subgrade appear to be unstable or otherwise unsuitable for support of the structure, such condition shall be immediately called to the attention of the Engineer. The Engineer may direct that such unsuitable material be removed and replaced with concrete, he may modify the foundation design to suit the condition, or he may determine the bearing capacity of the material for the load to be supported; but, in any case, he shall provide written instructions to the Contractor as to the procedure to be followed.

2.6 Rock Excavation - Where rock excavation is encountered in trenches, the excavation shall be carried to a depth of 6 inches below the bottom of the pipe. The rock shall also be removed to a width of at least 6 inches beyond the outside of the pipe on each side so that no rock is left within 6 inches of the outside wall of the pipe. Where rock is excavated in the bottom of the trench, the trench shall be brought back to grade by the use of crushed stone which shall be compacted to form a stable base for the pipe laying operation. If track drills are used for drilling rock, water must be provided and used with the drilling operation to control dust.

The Contractor shall exercise all necessary precautions in blasting operations. Suitable blasting mats shall be provided and utilized as required. Blasting shall be done only by experienced men. Careless shooting, resulting in the ejection of stones or other debris during blasting, shall be corrected immediately by the Contractor's representative.

Where rock is encountered in the immediate vicinity of gas mains, telephone cables, building footings, gasoline tanks, or other hazardous areas, the Contractor shall remove the rock in a manner that will ensure protection of these structures. Care shall be taken in blasting operations to see that pipe or other structures previously installed are not damaged by blasting. In general, blasting shall not be done within 25 feet of the completed pipeline or any existing structure.

Excavated rock that cannot be utilized in trench backfill as permitted under paragraph 4 of this Section shall be removed from the site and disposed of as directed by the Engineer.

Note: The Contractor's attention is directed to the fact that explosive blasting of trenches shall not be allowed on this project due to close proximity of residences, streams, existing utilities, and other considerations. Trench excavation, including rock excavation, shall be accomplished by rock trenchers, hoe-rams, and alternate means other than the use of explosives.

This no blasting requirement may be waived by the Owner/Engineer in specific situations such as deep cuts in areas remote form existing structures and existing utilities. The Contractor must specifically request this waiver and must detail the extent of blasting procedures desired. If this waiver is granted, the Owner/Engineer will only allow selective "pop shots" in trenches to an open trench face with adequate cover and matting.

2.7 Sheeting and Shoring - The Contractor shall provide such bracing, sheeting, or shoring as may be necessary for the protection of life and property. Sheeting will be required where necessary to restrict the trench width to acceptable limits above the top of pipe.

Sheeting, shoring, or bracing shall conform to applicable safety codes and shall be left in place until the pipe is laid, checked, and backfilled to a safe level at or above top of pipe. The bracing or sheeting may then be removed in an approved manner unless the Engineer specifically directs that the sheeting be left in place. Where the sheeting is left in place, either at the direction of the Engineer or option of the Contractor, the sheeting shall be cut off at least 18 inches below the finished ground level.

Care shall be taken in removing sheeting to avoid weakening the trench, increasing the backfill load, or endangering adjacent property. Voids left by the removal of sheeting shall be filled in and compacted with suitable material using tamps intended for this purpose.

2.8 Storage of Excavated Material - Excavated material shall be deposited in such a manner as to avoid danger to workmen, sewer, or traffic and to cause minimum inconvenience through blocking of drives, sidewalks, natural drains, etc. Where indicated on the Drawings or necessitated by conditions prevailing, the Contractor shall haul away and stockpile excavated material.

2.9 Disposal of Surplus Excavated Material - Excavated material that is unsuitable or unnecessary for backfilling shall be hauled to sites as directed by the Engineer for use as fill on the project. No surplus excavated material may be disposed of except as provided herein unless specifically authorized by the Engineer. Any material which is not suitable or not required for the fill on the project shall be disposed of by the Contractor.

2.10 Subsurface Obstructions - In excavating, backfilling, and laying pipe, care must be taken not to remove, disturb, or injure other pipes, conduits, or structures without the approval of the utility. If necessary, the Contractor, at his own expense, shall sling, shore up, and maintain such structures in operation and, within a reasonable time, shall repair any damage done thereto. Repairs to these facilities shall be made to the satisfaction of the utility.

The Contractor shall give sufficient notice to the interested utility of his intention to remove or disturb any other pipe, conduit, etc. and shall abide by their regulations governing such work. In the event subsurface structures are broken or damaged in the prosecution of the work, the Contractor shall immediately notify the proper authorities and shall be responsible for any damage to persons or property caused by such breaks.

When pipes or conduits providing service to adjoining buildings are broken during the progress of the work, the Contractor shall have them repaired at once. Delays, such as would result in buildings being without service overnight or for needlessly long periods during the day, will not be tolerated, and the City reserves the right to make repairs at the Contractor's expense without prior notification. Should it become necessary to move the position of a pipe, conduit or structure, it shall be done by the Contractor in strict accordance with instructions given by the Engineer or the utility involved.

2.11 Special Conditions - Special care must be exercised in excavation under or near State Highway, railroads, or other areas as designated on the Drawings in order to avoid or minimize delays or injuries resulting therefrom. Where it is necessary to cross beneath State Highways, railroads, or other designated areas, the Contractor shall make such installations as shown on the Drawings and/or as directed in paragraph 6 of this Section - Special Construction Items.

3. INSTALLATION OF SEWER PIPE AND ACCESSORIES

3.1 General - The Contractor shall use only experienced men in the final assembly of pipe in the trench, and all pipe shall be laid in accordance with these Specifications and the recommended practice of the pipe manufacturer. Trench bottoms shall be carefully prepared, shall be free of water, and bedding, as specified, shall be in place.

Care shall be exercised to ensure that pipe of the proper strength or classification, meeting the Specifications in every respect, is provided at the site of pipe laying operations. Recommended tools, equipment, lubricant, and other accessories needed for proper assembly or installation of the pipes shall be provided at the site of the work. Any damaged or defective pipe discovered during the pipe laying operations shall be discarded and removed from the site of the pipe laying operations.

Alignment and grade shall be carefully maintained during the laying operations. The method used for maintaining grade and alignment must be acceptable to the Engineer and must produce the desired results. The top of the bedding material must be brought to the exact grade and must be shaped so as to provide effective support for the bottom quadrant of the pipe except at the bells.

The Contractor shall exercise care in the storage and handling of pipe, both on the storage yard and at the site of laying operations. Suitable clamps, slings, or other lifting devices shall be provided for handling pipe and fittings. Pipe and fittings shall be carefully lowered into the trench piece by piece. Pipe and fittings shall be carefully inspected for defects and for dirt or other foreign material immediately before placing them in the trench. Suitable swabs shall be available at the site of laying operations, and any dirt or foreign material shall be removed from the pipe before it is lowered into the trench.

Conditions permitting, property clean-up and restoration shall begin and be prosecuted to completion on a timely basis as set forth in the Supplementary Conditions of the Contract. Failure by the Contractor to prosecute and complete property clean-up and restoration on a timely basis will result in the withholding of 15% of the payment due for that part of the completed pipe sewer for which clean-up and property restoration has not been accomplished. This 15% withholding constitutes payment for work not completed. This amount shall be in addition to the retained percentage for work completed. This withholding of 15% will continue on subsequent payment estimates until such time as clean-up and property restoration is in compliance with the Supplementary Conditions of the Contract.

3.2 Removal of Water - The Contractor shall be responsible for handling run-off, groundwater, and sewage in such a way as to maintain trenches and excavations in a dry condition until the work is completed. Pumps, piping, well points, labor, fuel, and other facilities necessary to control, intercept, remove and/or dispose of water shall be provided by the Contractor at his own expense.

Water shall be kept out of trenches and other excavations to the extent necessary to protect the supporting strength of the foundation material, permit efficient and satisfactory assembly or replacement of facilities, and to prevent floating or misalignment. Water removed from trenches or holes shall be discharged to natural drains in such a way as to avoid danger or damage to adjacent property owners or sewers. No pipe shall be laid with water in the bells.

Where the Contractor fails, refuses, or neglects to control water in trenches or other excavations, and corrective work is deemed by the Engineer to be necessary as a consequence thereof, such work shall be at the Contractor's expense.

3.3 Pipe Bedding and Envelope - Trench width from a point 1 foot above the top of the pipe (top of "pipe zone") down to bottom of trench shall be held to a minimum, consistent with the provision of necessary space for proper assembly of the pipe. In general, the trench width shall not exceed the outside pipe diameter plus 16 inches.

> **Note:** The minimum trench and bedding requirements shall be Type 4 Trench Condition for Ductile Iron Pipe and Type 5 Trench Condition for PVC as set forth in AWWA-C-600-Latest Revision.

A minimum of 6 inches of crushed stone bedding shall be placed in the bottom of the trench to provide continuous support of the bottom quadrant of the pipe. The Contractor shall bring the crushed stone bedding up to the level required to provide support of the bottom quadrant and shall then shape the bedding to receive the pipe. Bell holes shall be dug so that the bottom of the bells will not support the pipe.

After the bedding has been shaped and the pipe has been installed, the pipe shall be carefully backfilled with crushed stone bedding material placed by hand and compacted up to a level 12 inches above the top of the pipe. The pipe bedding and envelope shall consist of clean, crushed stone, free from debris and other objectionable materials, placed in even layers simultaneously on each side of the pipe, and shall be thoroughly consolidated to completely fill the haunches of the pipe. Consolidation by jetting will not be allowed. The furnishing and installation of the crushed stone bedding and envelope shall be considered as an integral part of the pipe installation and its cost merged into the unit price item for pipe installation.

The crushed stone envelope for ductile iron pipe outside of roadway will not be required above the centerline of the pipe if the Contractor hand-places a select earth envelope of loose native soil or select material excavated from the trench, free of deleterious substances such as rocks, roots, stumps, humus material, frozen earth, other organic material and any other objectionable material around the pipe. The envelope shall be lightly tamped to 85% compaction around the pipe in lifts not to exceed 6 inches to a point up to 12 inches over the top of the pipe. Consolidation by jetting will not be allowed. The furnishing and installation of the crushed stone bedding and select material envelope shall be considered as an integral part of the job and its cost merged into the unit price bid for D.I.P or PVC pipe. No separate payment shall be allowed.

3.4 Pipelaying - After the pipe has been cleaned and inspected for defects and lowered into the trench, the mating surfaces of the compression joint shall be wiped clean and coated with lubricant of a type supplied by the pipe manufacturer. The pipe shall then be assembled with due care being taken to ensure that the spigot end of the pipe is shoved home and that the pipe is left in proper grade and alignment.

Whenever pipe laying operations are to be discontinued for a period of time exceeding 2 hours, the end of the pipe shall be carefully secured to avoid displacement or misalignment and a tight-fitting plug or stopper shall be placed in the line. Upon resumption of laying operations, the plug or stopper shall not be removed from the line until any water, mud or other debris has been removed to avoid entry into the completed section of the sewer.

Installation of sewer pipe including force mains shall conform to provisions of these Specifications and recommendations of the pipe manufacturer. Installation instructions provided by the pipe manufacturer shall be available at all times at the location of the work.

The proper gaskets and lubricants shall be furnished by the pipe manufacturer and lubricants shall be delivered to the job site in properly labeled, unopened containers.

Wye branches or tees and other fittings shall be placed in the sewer line as shown on the Drawings or as directed by the Engineer as pipe laying progresses. The Contractor shall keep accurate records of their location.

Cradle, encasement, or cap concrete shall be provided in locations as shown on the Drawings or where the nature of the work requires such protection. In the event the cradle, encasement, or cap concrete is required but is not shown on the Drawings, the Contractor shall obtain written authorization from the Engineer for the installation of such protection. Cradle, encasement, and cap concrete will be measured in cubic yards, based on the linear feet of cradle, encasement, or cap concrete furnished and placed on each pipe size, multiplied by the cubic yards per linear foot for each pipe size indicated in the cradle tabulation or shown on the encasement cross-sections included in the Contract Drawings. The unit bid and Contract price for cradle, encasement, or cap concrete shall include the cost or removing and disposing of the added excavation required to accommodate these materials.

Whenever it is necessary to cut a joint of pipe in order to fit the trench conditions, the cutting shall be done using the equipment as recommended by the manufacturer for the specific type of pipe involved. The cut shall be made so as to leave smooth end at right angles to the axis of the bore and the end shall be beveled or finished as required to make the joint without risk or damage to the gasket.

Laying Ductile Iron Pipe in Gravity Sewers - Unless otherwise indicated, ductile iron pipe shall be laid with slip type compression joints equal to the manufacturer's standard for pressure water pipe, and assembly of the joints shall be in accordance with the manufacturer's recommendations using lubricant and accessories as provided by the pipe manufacturer.

Note: The minimum trench and bedding requirements for Ductile Iron Pipe (DIP) shall be Type 4 Trench Condition as set forth in AWWA-C-600-Latest Revision.

In stream crossings, ravines, shallow cuts and other locations where the pipe will not be laid on bedding placed on original subgrade, the pipe shall be supported on concrete piers as detailed on the Drawings or as directed by the Engineer. Piers shall be of Class D concrete with reinforcing as shown. The tops of piers shall be carefully set at the exact elevation and shall be shaped so as to provide support for the bottom half of the pipe with allowance being made for the outside diameter of the pipe plus the thickness of a layer of tarred felt around the outside of the pipe. After the concrete has attained satisfactory strength, the ductile iron pipe may be installed across the piers using one or more layers of tarred felt between the surface of the concrete and the outside diameter of the pipe. The Contractor may, at his option, install the pipe to exact grade and alignment using temporary supports and then construct the permanent piers for the pipe, provided suitable precautions are taken to avoid any misalignment during the construction of the piers.

Laying PVC Sewer Pipe - Installation of the pipe shall be in strict accordance with ASTM Designation D-2321, Standard Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe. Due precautions must be taken in placing the backfill under the pipe haunches and on the sides of the pipe to ensure proper support of the pipe and at the same time avoid any misalignment. Attention is called to the fact that these Specifications limit pipe diametric deflection to 5%.

Note: The Contractor shall exercise care in the delivery, storage, handling, and placement of PVC pipe materials on this project.

Note: The minimum trench and bedding requirements for Polyvinyl Chloride (PVC) shall be Type 5 Trench Condition as set forth in AWWA-C-600-Latest Revision.

After the pipe has been placed and brought to grade, the pipe shall be held in place while crushed stone is carefully worked in around the pipe for firm support of bottom and sides. Extreme care shall be taken in backfilling around the pipe to avoid raising the pipe above the grade line, but at the same time provide the required support. The crushed stone shall be placed in small quantities and distributed by hand up to the top of the pipe. Backfill shall be compacted on the sides by means of small hand tamps or vibrators, but excessive tamping over the top of the pipe should be avoided.

Should the bottom or sides of the trench be unstable to the extent that firm support cannot be provided for the bottom or sides of the pipe, this condition shall be reported to the Engineer so that suitable corrective measures may be authorized.

PVC pipe shall pass a go/no-go mandrel inspection sized to 95% of the pipe diameter of the actual pipe diameter after the pipe is in place and completely backfilled. No testing shall be performed on PVC pipe until after backfilling (see testing specifications).

Contractor shall furnish labor and equipment and perform the mandrel inspection in the presence of the Engineer. Cost for performing this test shall be merged into the unit price bid for sewers.

3.5 Service Connections - Sewer service lines (if required) shall be provided as shown on the Drawings or as directed by the Engineer. The service connection shall be made in the manner as directed with the size and type pipe as indicated. Service pipe shall be laid on a minimum slope of 1/4-inch per foot unless otherwise directed in writing. Excavation, laying and backfilling for service lines shall conform to applicable specifications for main sewer.

Note: 90° bends are not permitted.

Service line connection shall include the furnishing and installation of 4-inch connection openings for riser pipes for existing and/or future house services. Opening shall be "T" branches. The connection shall be plugged either at the "T" connection or at the end of the 4-inch service line.

Clean-outs and boxes shall be installed as per Details.

Pipe stoppers for D.I. service and main line pipe shall consist of Standard C.I. bell and spigot caps and plugs.

Pipe stoppers for PVC service line shall consist of 4-inch plug with thrust clamp or quick caps with stainless steel clamps as manufactured by Fernco.

3.6 Pipe Sewers in Tunnel and/or Bore (none on this project)

All work performed beneath existing structures, across railroad right-of-ways, and under pavements shall be performed in accordance with the requirements of the parties or agencies having jurisdiction over these locations. The Contractor shall contact the parties or agencies prior to starting work and shall meet all requirements of the parties or agencies in regard to methods of construction and the parties or agencies in regard to methods of construction and the safety precautions to be taken in performing the tunnel work. All costs involved in meeting these requirements shall be paid for by the Contractor and no additional compensation will be allowed.

A. Bore Method

At the Contractor's option and with consent of the parties or agencies having jurisdiction, steel pipe or other acceptable material may be jacked or bored into place in lieu of a liner plate tunnel provided the Contractor be responsible for all approvals from the parties and/or agencies having jurisdiction including, but not limited to, furnishing complete details of the methods to be employed for approval.

Refer to casing pipe specifications in Material Section for Bores.

The sewer pipe shall be adequately secured in the tunnel/bore casing by a method approved by the Engineer. At a minimum, the carrier pipe must be secured and noncompressible sand or pea gravel shall be placed in the space between the liner/casing and the carrier pipe by a method approved by the Engineer. Concrete bulkheads will be placed at the end of the tunnel, thickness and placement of which shall be subject to the Engineer's approval. Excavation shall be unclassified and no distinction made between rock and other materials excavated, with the cost of excavation merged in the unit price per foot of pipe sewer in tunnel/bore.

Note: In situations where the bore method is utilized with a steel casing pipe, the carrier pipe shall be secured inside the steel casing pipe with casing chocks (minimum three (3) per joint) as manufactured by Powerseal Pipeline Products Corporation of Wichita Falls, Texas, or Engineer-approved equal. Where casing chocks are used inside steel casing pipes, the requirement for sand or pea gravel backfill can be eliminated. Additionally, the ends of the steel casing pipe shall be sealed with casing pipe "End-Seals", "Link-seal", or Engineer-approved equal.

B. Tunneling Method

Construction of the culvert shall be carried on in such a manner that settlement of the ground surface above the culvert shall be held to an absolute minimum. Where ground conditions are unstable, poling plates or poling boards shall be used to prevent caving of material above the tunnel before the liner plates can be installed.

Steel liner plates shall be installed as soon after the excavation is removed as possible and excavation shall not be removed more than 24 inches ahead of the installed liner plates. Excavation shall be carried on in such a manner that voids behind the liner plates will be held to a minimum. However, should any boulders larger than 1 foot in diameter be encountered, they shall be removed so that none are closer than 6 inches to the outer face of the liner. Where boulders or piling are excavated, the holes shall be backfilled by tamped material.

The steel lining shall consist of plates not to exceed 18 inches wide. Each circumferential ring shall be composed of the number and length of plates to complete the required diameter. The Contractor shall submit details of the lining for approval.

The strength of the casing or tunnel lining will be determined by its section modulus. Thickness of the metal for these steel plates shall not be less than 8 gauge allowing for standard mill tolerance.

All plates shall be punched for bolting on both longitudinal and circumferential seams and shall be so fabricated as to permit complete erection for the inside of the tunnel. The longitudinal seam shall be of the lap type with offset equal to gauge of metal for full width of plates including flanges and shall have staggered bolt construction so fabricated as to allow the cross-section of the plate to be continuous through the seam. All plates shall be of uniform fabrication and those intended for one size tunnel shall be interchangeable.

The material used for the construction of these plates shall be new and unused and suitable for the purpose intended. Workmanship shall be first-class in every respect.

After the plates are formed to shape and after all holes are punched, the plates shall be galvanized on all surfaces by the hot-dip process. A coating of prime western spelter, or equal, shall be applied at the rate of not less than 3 ounces per foot of double-exposed surface. If the average spelter coating as determined from the required samples is less than the amount specified above, or if any one specimen shows a deficiency of 0.2 ounce, the lot shall be rejected. Spelter coating shall be of first-class commercial quality free from injurious defects such as blisters, flux and uncoated spots.

All nuts and bolts shall be galvanized.

Plates shall be fabricated with grout holes to facilitate grouting above and around the tunnel liner. These grout openings shall be 2-inch I.P.T. half couplings welded into a hole in the center corrugation of a plate and a galvanized C.I. plug shall be provided for each opening to permit tight closure after grout is pumped. All rings are to be provided with grout holes so that the spacing of holes will be on a maximum spacing of 18-inch centers at the top of the tunnel and at the top quarter points, staggered with the holes at the top.

Field coating material shall be asphaltic mastic, Trumball 5X, or approved equal, and shall be applied with hydraulic spray equipment using a minimum of 2,400 pounds pressure at the nozzle tip.

The material shall be supplied at spraying consistency and shall be applied both to the outside and inside of the liner plates. Plates may be hot-dipped to produce a similar coating.

When installing a liner plate by the tunneling method, the excavation shall be performed in such a manner that voids between the undisturbed earth and the liner plate shall be maintained at a minimum. Any void occurring shall be filled with a Portland cement and sand grout pumped under pressure through grouting openings in the liner plate.

Pumping of grout shall be done (1) at the completion of the installation of approximately each 9 feet of liner plate, (2) at more frequent intervals than 9 feet if conditions indicate the necessity, and (3) at the end of a work shift or for stopping of work for any reason.

Measurement for payment shall be for the linear feet of tunnel measured from the face of tunnel to the face of tunnel.

3.7 Manholes - Individual riser sections shall be furnished for the exact conditions to be encountered in the field. Misalignment of pipe openings with the "cast in" resilient connectors or steps within the section or with other sections shall be cause for rejection.

Precast manhole sections shall be joined with male and female ends joined together to provide a smooth uniform joint which shall be structurally sound and watertight. A flexible, acid and alkali-sewage and water-resistant sealant equal to Ram-Nek as manufactured by K.T. Snyder Company, Inc. shall be applied to the joint surface for placement of the next manhole section, casting ring, or casting. A maximum of 3 precast manhole castings rings may be used to adjust the casting to final grade.

Manholes shall be constructed on Class "D" concrete slabs with flow channel. Flow channels shall consist of smooth uniform cross sections conforming to the cross section of the pipes so as to provide a minimum of turbulence and avoid deposition of solids. Flow channels shall have a depth of about 8/10 of the pipe diameter. The finished floor of the manhole shall have a slope of approximately 1/2-inch from wall to channel to provide for proper drainage, but at the same time offer a safe footing for workmen. Brick or pieces of brick may be used for filler material in forming the flow channel and finished floor in the manholes provided that no brick shall be left within 1 inch of the finished surface.

Manhole frames, covers and steps shall conform to Section 2 of these Specifications. Manhole steps shall be staggered with even spacing of approximately 16 inches between steps. Manholes deeper than 6 feet to be located in paved streets where the top of the casting is flush with the pavement shall be provided with one backstep set opposite the staggered row of manhole steps.

Manholes shall have diameters as indicated on the Drawings. Where 5-foot or larger diameter manholes are called for, the diameter of the upper part of the barrel may be reduced to 4-foot subject to the following conditions:

1. Specified diameter must be maintained up to a point 5 feet above invert of incoming sewer or up to a point 2 feet above top of pipes entering or leaving manhole, whichever is greater.

2. Reduction in diameter must be made with an approved transition section having dimensions such as to maintain alignment of steps.

Drop connections shall be provided whenever an incoming sewer enters the manhole a sufficient distance above the outlet to permit the use of the drop connection fittings. Drop connections shall be one size smaller than the incoming sewer except that the

minimum size drop shall be 8 inches in diameter. Where drop connections are required, the manhole base slab shall be extended to support the drop pipe and the entire drop pipe assembly shall be encased in Class C concrete having a minimum cover of 6 inches outside the pipe.

On precast manhole sections, no pipe opening may be cut or enlarged by use of sledgehammer or other impact-type tool which could cause structural damage to the riser section.

See "Materials - Section 2" regarding the requirement for XYPEX® C-1000 RED concrete admix for waterproofing and corrosive protection for all manholes on this project. In addition to XYPEX admixture, additional spray on hydrogen sulfide lining may be required as shown on the drawings and/or as called for in these specifications.

3.8 Connections to Structures - Connections of pipes to manholes or other large structures shall be made using short lengths of pipe to avoid stressing the pipe at the point where it is placed in the wall of the structure. Pipes entering or leaving masonry or concrete walls shall have one flexible joint located not more than 18 inches outside the structure wall followed by a length of pipe of more than 2 feet in length with another flexible joint at the end of the 2-foot pipe length in such a way as to provide for limited lateral or vertical movement of the pipe line as well as limited deflection. Ordinary compression-type joints of the types specified for gravity sewers shall be considered as having sufficient flexibility for this purpose. The supplier of the pipe for the sewer lines shall furnish with the pipe order the required number of special and short lengths of pipe for the Contractor to install the required flexible connections without improvising.

3.9 Connections to Existing System - No pipe shall be connected to the existing sewage system until all new upstream construction has been completed, is free of foreign materials, and obvious defects have been corrected. New lines, then, must remain disconnected from the existing system by actual physical separation by plugs of a type approved by the Engineer or by other means approved by the Engineer. The Contractor shall make connections to existing sewers in accordance with details as shown on the Drawings or as directed by the Engineer.

In all cases, the Contractor shall locate and uncover existing sewers and shall verify invert elevations before laying the connecting sewer so as to allow opportunity for making adjustments to compensate for discrepancies.

Work shall include any required stopping or diversion of flow in existing lines or structures and the necessary rebuilding of any manhole inverts to the lines shown generally on the Standard Detail sheet.

Note: Connections to existing structures shall be by the Kor-N-Seal Resilient Connector method, or Engineer approved equal.

3.10 Cleaning and Televising of Existing Sewers Prior to Lining

3.10.1 The Contractor shall clean all existing sewer lines prior to televising. On occasions the conditions of the existing lines will require heavy cleaning procedures such as power root cutters, buckets, etc. This type of cleaning shall be included in the unit price item established for cured-in-place lining of existing sewers.

Hydraulic cleaning shall also be included in the unit price item for cured-in-place lining, pipe bursting, and open cut replacements and shall consist of a self-propelled high-pressure hydraulic spray nozzle using water to propel the cleaner. This equipment shall use high velocity capable of sufficiently removing grease, sand, roots, rocks and other deleterious materials and obstructions from the existing sewer line and manholes.

The Contractor shall install weirs, and/or dams in the downstream manhole in such a manner to stop solids, gravel, sand, etc. This material shall be removed and deposited at an approved landfill.

Cleaning existing sewers by power tools, buckets, etc. shall be performed in areas as required. This method is intended to be used where roots, sand, protruding service connections or other obstructions are existing which require removal prior to lining of the sewer and which cannot be removed by hydraulic cleaning alone. This cleaning shall provide for buckets, scrappers, root saws, cork screws, rodding or balling units and other power tools as may be required to sufficiently clean the existing sewer. Care should be taken in the utilization of this equipment so as not to damage the existing sewer which is to be lined. This method shall also include other hydraulic cleaning, if necessary, after the power tools, to result in a sufficiently cleaned line.

The power rodding equipment shall be a "positive rod drive" type and shall produce a rod pull sufficient to accomplish the desired cleaning.

The bucket equipment shall be capable and properly sized for the differing sewer sizes.

The Contractor shall advise the Engineer of the type of equipment considered for use.

3.10.2 The Contractor shall televise the existing sewer after the cleaning operations. If televising indicates the existing lines are not clean, the Contractor shall re-clean or perform heavy cleaning of the lines (if ordered by the Engineer) prior to this televising. Televising and/or cleaning will not be paid as a separate unit price item.

Televising of existing sewers shall consist of a survey utilizing a closed-circuit television pulled through the existing sewer one segment at a time. This survey shall locate all live connections that must be reconnected to the newly replaced line or the sewer to be lined. The survey shall also reveal existing defects, all service connections, and deviations in the line or grade of the sewer.

The televising work shall be performed in the presence of the Engineer. The Contractor shall prepare logs and video tapes with audio sound detailing the information mentioned above and giving the distance of each of the manholes.

Copies of the television survey logs and video/audio tapes (DVD format is preferred) shall be provided to the Engineer/ Owner.

The television camera to be used shall be specifically designed and manufactured for pipeline inspections and equipped with rotating/pivoting head capable of inspecting entire circumference of pipe joint and sewer laterals. The camera shall have sufficient lighting for a clear picture of the entire pipe and be capable of operating in 100 percent humidity. The entire video system and

components shall be capable of producing a minimum 500-line resolution video picture. The picture quality and definition shall be to the satisfaction of the Engineer.

The camera shall be measured from the manhole by both electrical and mechanical meters. These measurements shall be recorded on the log for all data entered. Measurement must be accurate for connections and defects found. The measurement meters shall be accurate to within 0.2 of a foot over the length of a manhole segment. Should the Contractor use remote power winches for pulling the camera, radios or telephones shall be provided for communication between the manholes.

The Contractor shall not fail to remove all strings or other debris used in stringing the sewers to be televised, nor shall this material be allowed to go downstream in the Owner's existing sewer system. See Supplementary Conditions of this Contract regarding this matter.

The Contractor shall furnish the Engineer/Owner copies of each day's TV logs. These field logs shall show manholes, defects, service locations, collapsed sections, corrosion, and etc.

The video/audio tapes / DVDs must also be provided to the Engineer/Owner; however, they do not have to be provided the same day as the written logs.

In some sections sewage flow may have to be plugged or bypass pumps set up in order to televise this line. When required, this cost shall be merged into the unit item for cured-in-place lining of existing sewers.

3.11 Lining by Resin Impregnated Flexible Felt Tube Method

3.11.1 The Contractor shall clean and televise the existing sewers prior to beginning the lining process. All house service protrusions or other obstructions shall be cleared and a log of all services shall be made in the televising process.

Where defects or obstructions which prevent relining still exist after either of the cleaning operations, the Contractor shall dig-down at this location for the purpose of opening the pipe to permit the relining operation. When required due to sewage flow conditions, bypass pumping shall be provided for the flow of sewage around the sections to be lined.

Suitable locations and facilities shall be provided for the flexible felt tube to be impregnated with the uncured resin. A resin and catalyst system shall be used similar to Insituform of North America, Inc., or equal.

The felt tube liner shall be inserted through the existing manhole by means of an inversion process and the application of a hydrostatic head and/or air pressure head sufficient to fully extend it to the next designated manhole. This insertion and procedure shall be performed in accordance with manufacturer's recommendations.

3.11.2 After the inversion process is complete the Contractor shall supply a suitable heat source and water and/or steam recirculation equipment. The equipment shall be capable of delivering hot water and/or steam throughout the section by means of a pre-strung hose to uniformly raise the water and/or steam

temperature above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

Heat monitors shall be provided to gauge the temperature of the incoming and outgoing water and/or steam supply.

The cure period shall be of a duration recommended by the resin manufacturer.

Note: Caution – Air pressure inversion and/or steam curing shall only be used based on an evaluation and recommendation from the manufacturer that the air pressure inversion and/or steam curing will result in a satisfactory end product.

3.11.3 The Contractor shall seal the liner at the manholes with a resin mixture compatible with the liner and in accordance with the manufacturer's recommendations.

3.11.4 The Contractor shall reinstate existing sewer services by the use of a television camera and a remote-control cutting device which will reestablish the service to not less than 100 percent capacity in conjunction with epoxied-on-saddle, etc.

3.11.5 Watertightness of the liner shall be tested while curing and under a positive head.

3.12 Existing Service Line Connection Renewal

3.12.1 Renew all existing sewer service lines (which are not of new PVC materials) to the street right-of-way per method shown on the Contract Drawings. Excavated and replaced sewer services shall be replaced with approved epoxied-on-saddle and 4-inch or 6-inch PVC sewer service pipe per "Section 2 – Materials".

3.12.2 After sewer main line has been lined, existing sewer service shall have service opening reinstated 100% after mainline has fully cured. DFW saddle shall be epoxied and banded onto the CIP mainline using epoxy adhesive that can be applied under dry, wet or underwater conditions to service that yields a chemical welded watertight seal between renewed services and mainline.

3.12.3 All service lines (which are not of new PVC materials) are to be replaced from the property or easement line to the mainline with new 6-inch PVC service.

4. BACKFILL

4.1 General - Backfilling above the pipe envelope shall be carried out as expeditiously as possible but shall not be undertaken until the Engineer has been given the opportunity to inspect the work. The Contractor must carry out all backfilling operations with due regard to: the protection of pipes, structures and appurtenances; the use of prescribed backfill materials; and procedures to obtain the desired degree of compaction. No equipment or method may be used which will result in damage to or misalignment of the pipe.

4.2 Acceptable Backfill Material - Where crushed stone backfill is required, the crushed stone shall be No. 67 size as designated by Tennessee Department of Transportation Standards for crushed stone used in road surfacing.

Where crushed stone is not required, but the excavated material is unsuitable for use in the backfill, the Contractor may use fine, dry selected earth or clay as backfill material. Material containing excessive organic matter: stumps, roots, refuse or foreign matter or

hard clay lumps that cannot readily be compacted will not be acceptable for use as backfill.

In highways, streets, drives, or other paved or traveled areas or within 3 feet of these areas and where called for on the Drawings, the Contractor shall backfill entire trench with crushed stone which shall be placed in layers or lifts not exceeding 9 inches in thickness. After placing in layers, crushed stone shall be carefully compacted to maximum density or minimum volume. Stone backfill in areas other than as described above, and where directed by the Engineer, shall be designated as crushed stone backfill.

Where the trench is located in open country or on public right-of-way more than 3 feet from the roadway or shoulder, the backfill up to a point 12 inches above the top of the pipe shall be placed as specified under "Pipe Bedding and Envelope". Above this point the backfill may consist of excavated material provided such material is selected to exclude rocks larger than 6 inches in any dimension. No rocks larger than 1-1/2 inches may be used in the top 6 inches in any dimension.

Sufficient care must be exercised to avoid leaving any holes or voids over, around, or under stones, boulders, or other backfill materials which may later be filled by leaching or settlement of surrounding material thereby causing future trench settlement.

The Contractor shall be responsible for and shall protect all sewers, storm sewers and electric, telephone, water or other pipes or conduits against danger or damage while the trenches are being backfilled and from future settlement of the backfill. Where such damage should occur as a result of the Contractor's operations, he shall repair such damage promptly to the Engineer's satisfaction.

The Contractor's attention is called to the fact that he will be held completely responsible for any damage to pavement, sidewalks, curbs, gutters, meter or valve boxes, street inlets, or other structure or appurtenances as a result of the Contractor's operations. It should be specifically noted that the Contractor shall be responsible for damage even though the character or nature of the original pavement or structure was such that it was not capable of carrying the load of the construction equipment regardless of the construction methods used.

4.3 Other Backfill - Backfill around manholes located in highways, streets, or other traveled areas shall consist of such material and shall be placed in such manner as described for adjacent trenches under "Backfill" above. Backfill around manholes, piers, or other structures in locations not subject to traffic may consist of excavated material subject to the following restrictions:

1. **No rock larger than 6 inches in any dimension shall be placed within 6 inches of the manhole walls or pipes entering or leaving the manhole.**

2. **No rock larger than 6 inches in any dimension shall be placed in the vertical prism above and extending 9 inches outside of the pipe lines.**

3. **Crushed stone shall be used under, around, and up to a point 12 inches over the tops of any pipes entering or leaving the manholes. This requirement shall include the inlet pipe for drop manholes.**

4. **Excavated material used for backfill shall be carefully placed in layers not exceeding 9 inches and compacted in such manner as to fill all voids and prevent excessive settlement.**

5. COMPLETING INSTALLATION OF LINES, STRUCTURES, ETC.

5.1 General - The Contractor shall not, without the permission of the Engineer, remove from the line any earth excavated therefrom which may be suitable for backfilling or surfacing until the excavation has been refilled and surfaced.

As soon as the backfilling of any excavation is completed and when in areas of existing development, the Contractor must, at once, begin the removal of all surplus dirt except that actually necessary to provide for the settlement of the fill. He shall also remove all the pipe and other material placed or left on the street by him except material needed for the replacement of paving, and the street shall be opened up and made passable for traffic. Following the above work, the repairing and complete restoration of the street surfaces, bridges, crossings, and all places affected by the work shall be done as promptly as possible.

All excavated material shall be cleared from adjacent street surfaces, gutters, sidewalks, parkways, railroads, grass plots, yards, etc., and the whole work shall be left in tidy and acceptable condition. Contractor will be required to re-grass lawns or neutral grounds where trenches are excavated in these locations or where Contractor has damaged lawns or neutral grounds by his operations.

The Engineer shall be sole authority in determining time in which rough and final clean-up shall be prosecuted. Rough clean-up shall consist of removal of large rocks, grading of excess backfill material over pipe line or removal of said material, opening of any drainage device, restoration of any street or roadway to condition so that traffic may safely and conveniently use street or roadway, restoration of pedestrian ways to condition where pedestrians may safely and conveniently use same. Rough clean-up shall, in general, be prosecuted no later than 1 day after pipe laying and backfilling or no farther behind pipe laying operations than 1,000 feet; whichever time limit is shortest shall govern. Final clean-up consisting of pavement replacement, side of lawns and neutral grounds, adjusting grade of ground over pipeline, property repairs, and other items shall be prosecuted as soon as is practical after pipe has been laid and backfilled. In general, this would be no later than 2 to 3 weeks after completion of backfilling.

5.2 Final Grading and Seeding - Final clean-up shall consist of, among other items, placing of topsoil, final grading of disturbed areas and seeding of areas where grass growth was damaged or destroyed by the Contractor's operation. In areas of established lawns, no rock shall be left in the top 6 inches of soil and the finished grade shall be that which existed before construction began. In all cases, lawn areas shall be left neat and, in a condition, so that hand mowing is as easy and convenient as before construction began. The lawn areas and other areas disturbed by Contractor's activities shall have ground cover restored at least equal to the condition which existed before construction began. In established lawn areas, new grass shall be of the same type as originally present. Grass and other ground cover shall be properly applied, fertilized, strawed, and watered as necessary and required to establish a good stand of grass.

Fertilizer shall be "Vertigreen," Vigaro," or approved equal. It shall contain not less than 5% nitrogen, 10% phosphorus, and 4% potash. If the area soil requires, by test, adjustment of the pH for proper growth of ground cover, ground limestone shall be applied to bring the pH into the proper range.

In existing garden areas disturbed by sewer construction, the Contractor shall place topsoil to a finished depth of 24 inches and fine rake the garden area. The topsoil may

be obtained by stripping the garden area prior to construction and stockpiling the topsoil or bringing in additional topsoil. Seeding and mulching shall be omitted in garden areas.

Note: See special requirements on Contract Drawings for seeding / sodding, etc. as noted.

5.3 Pavement Restoration - Before trenching in paved roadways for street crossings, the Contractor shall straight-line cut pavement on each side of trench. This is to be done to minimize damage to existing paving.

As soon as the pipe has been installed, the trench shall be backfilled as specified and, where directed by Engineer, a temporary pavement patch shall be provided in areas which have permanent paving. "Permanent paving" shall mean asphaltic concrete ("hot mix") or Portland cement concrete.

Cold mix, surface treatments, crushed stone are excluded from the "permanent pavement" classification. The temporary pavement patch shall consist of at least 6 inches of compacted stone base brought to within 2 inches of the surface of the existing permanent pavement. A 1-inch layer of cold mix asphaltic concrete shall then be applied to protect the base, prevent "pot holes" or "chuck holes," and provide a reasonably smooth pavement surface until the permanent patch is made. The temporary pavement patch shall be placed within 48 hours of receipt of written instruction of the Engineer.

In addition, this trench pavement repair patch shall be maintained by the Contractor for the duration of this sewer rehabilitation project. If necessary, the Contractor shall add hot mix consisting of asphalt topping to the sewer trench repair patches to provide a smooth pavement surface.

Pavement types shall be designated by Engineer for installation in specific location where such designation is not shown on the Drawings. All street pavements, unless otherwise noted herein or directed by the Engineer, which have sewers installed parallel with the road, across streets, driveways or parking lots shall be restored by the following. Prior to placement of the pavement restoration, the Contractor shall reshape the street or roadway surface. Street preparation shall include all required scarifying, shaping, and rolling in pug mix of areas to be paved. This item will also include the removal of all pavement which is heaved by the Contractor's blasting operations. This street preparation shall return the streets to the template which existed prior to construction. This street preparation shall be satisfactory to the Department of Public Works before the street is accepted for paving operations. No separate payment will be allowed for street preparation.

1. Asphalt Pavement or Driveway Replacement Type A or B

   This item of pavement restoration shall conform to the details included in the Contract Drawings. The leveling binder course shall conform to Section 407 and the surface course shall conform to Section 411 of the Tennessee Department of Highways Standard Specifications.

2. Asphalt Driveway and Parking Lot Replacement

   Asphalt Driveways and Parking Lots shall be replaced equal to that existing prior to construction and shall consist of no less than 2 inches of surface course conforming to Section 411 of the Tennessee Department of Highways Standard Specifications.

3. Crushed Stone Roadway Replacement or Driveway Replacement

Crushed Stone Roadways and Pavements shall be replaced to that existing prior to construction but in no case less than 6 inches in depth.

4. Concrete Driveway Replacement

Concrete driveway shall be replaced equal to that existing prior to construction but in no case less than 6 inches in depth with 4-inch x 4-inch reinforcing wire mesh.

The above pavement replacements will be measured for payment on a linear foot or square yard basis unless otherwise indicated.

NOTE: All new and existing gas valves, water valves, and manholes will be adjusted to the final surface elevations by the Contractor. The cost for this work is to be merged into unit price construction items for pavement replacement.

5.4 Dust Control - From the time backfilling is complete until the time permanent pavement surface is replaced or, in the absence of pavement replacement, until job is accepted, Contractor shall, at direction of Engineer, water streets or place calcium chloride on roadways to settle dust where excessive dust has, in the opinion of Engineer, been caused by Contractor's operations. If Contractor refuses or delays unnecessarily to obey direction of Engineer, the Owner shall, after 24 hours written notice through Engineer, be permitted to proceed with such work with cost to be billed to Contractor.

5.5 Sodding or Sprigging - Where shown on the Drawings or directed by Engineer, Contractor shall install sodding or sprigging in lieu of seeding in order to establish ground cover. Normally this would be done in areas subject to erosion in soils that are difficult to hold.

Such sodding or sprigging, when authorized by the Engineer as a necessary part of the work and not elected to be used by the Contractor in lieu of seeding, shall be a separate pay item if identified separately on the Bid Form.

Prior to sodding or sprigging, soil shall be properly prepared and fertilized. The top 3 ± inches of soil shall be pulverized to remove roots, stocks, etc. and smooth the surface. Area shall be fertilized by a suitable application of high-grade commercial fertilizer at a minimum rate of 500 pounds per acre. Fertilizer shall be mixed into the top 3 inches of soil by raking, discing, or other acceptable method. Do not over-fertilize areas in order to avoid damaging growth. Fertilizer shall be "Vertigreen," "Vigaro," or approved equal. It shall contain not less than 5% nitrogen, 10% phosphorus, and 4% potash. If the area soil requires, by test, adjustment of the pH for proper growth of ground cover, ground limestone shall be applied to bring the pH into the proper range.

Sod shall be at least 8 inches wide and 12 inches long with at least 3 inches of dirt on the roots. It shall be placed on the prepared surfaces with edges in close contact and, as much as is practicable, in a position to break joints. Each section shall be pounded into place with wooden tamps or other approved implements. Sod shall be maintained moist from the time of its removal until reset and shall be reset as soon as practicable after removal. Immediately after placing, it shall be rolled or hand tamped to the satisfaction of the Engineer. On steep slopes, pinning or pegging will be required to hold the sod in place.

Sprigs shall be placed in a random manner at spacing suitable for optimum growth and cover as recommended by the supplier.

Immediately prior to sodding or sprigging, the areas shall be sprinkled until saturated to at least a 1-inch depth and kept moist until sodding or sprigging is completed. Sprigs or sod shall be watered as required after setting (normally through a 14-day period). Contractor shall not allow any equipment or material on any planted area and shall erect barricades and guards as necessary to prevent his equipment, labor or the public from traveling on any planted area until satisfactory growth is established.

Note: The Contractor's attention is directed to provisions established in the project specifications for furnishing and placement of erosion control matting for seeded areas, if required.

6. SPECIAL CONSTRUCTION ITEMS

6.1 General - The Contractor's attention is called to the special conditions indicated on the plans by notes and/or special details and described in this Section of the Specifications. The Drawings and Specifications reflect the type of construction that is anticipated in the various locations requiring special attention, but it shall be the responsibility of the Contractor to contact the various agencies including the State Highway Department, the gas company, telephone company, and other utilities involved when working in areas where they will be concerned and for coordinating construction with their requirements in such a way to avoid conflicts, damage, or interruptions in service.

If these special construction items are to be paid for separately, they will be discussed in Measurement and Payment of the Specifications.

The Contractor is cautioned that no new construction may be tied into the existing system until such construction is complete to the extent of being watertight and clean. This provision is meant to avoid groundwater or stormwater with accompanying dirt, gravel, etc. from entering the existing system and flooding, overloading, or otherwise damaging those facilities.

6.2 Construction Schedule - The Contractor shall submit his proposed construction schedule for the Engineer's approval before construction begins. The normal requirement will be to begin pipelaying at the lower end of any proposed line or Contract and continue laying upstream until the line is completed. Construction will begin at points where proposed sewers tie into existing sewers, existing or proposed pump stations, or existing or proposed treatment facilities.

The Contractor may utilize more than one pipelaying crew in which case the additional crew(s) will be started at various points along the sewer(s) as approved by the Engineer.

It is anticipated that adjacent projects to this project will be under construction simultaneously. It is the Contractor's responsibility to coordinate his work with that of other Contractors on this project.

The Contractor is cautioned that no new construction may be tied into the existing system until such construction is complete to the extent of being watertight and clean. This provision is meant to avoid groundwater or stormwater with accompanying dirt, gravel, etc. from entering the existing system and flooding, overloading, or otherwise damaging those facilities.

6.3 Protection of Trees and Shrubs - The Contractor shall make every reasonable effort to protect trees, shrubbery, and flowers within and outside of the work area. Easements have been (or will be) obtained by the Owner for work on private property and permits

for work on public property, but these easements do not permit indiscriminate destruction of property including trees, shrubs, and flowers.

The Contractor will be required to protect and replace, if damaged, trees, shrubs, and flowers laying outside of a work area 10 feet wide centered on the pipeline or other work area designated on the Drawings. Such protection or replacement will be at no cost to the Owner.

Within the designated work area 10 feet wide centered on the pipeline or other work area designated on the Drawings, trees, shrubs, and flowers may be removed if necessary, for proper execution of the work. Exceptions to this will be noted on the Drawings. Where replacement of damaged or destroyed trees, shrubs, or flowers is required which were not designated to be protected (by note on the Drawings), the Contractor shall perform the replacement and the Owner shall pay the costs in accordance with provisions of the General Conditions.

6.4 Concrete Work - Concrete is to be proportioned into classes according to use as follows:

Class "D" (4,500 psi) for reinforced concrete structures, non-reinforced portions of manholes, control chambers and interceptor structures, curbs and gutters, driveways, sidewalks and surface base courses for highway and street paving.

Class "C" (2,000 psi) for refill, tunnel backfill, and for thrust blocks.

Class "B" (3,500 psi) for encasement around sewers and for cradle and caps

Class "D" concrete is to be proportioned with one 94 lb. sack of Portland Cement, 195 lbs. of sand, and 270 lbs. of coarse aggregate. These proportions may be varied by the Engineer after the materials supplied have been tested and proportions for the greatest density and workability determined, provided that no more than 7.25, nor less than 5.5, bags of cement per cubic yard of concrete will be required. Class "D" concrete shall have a minimum compressive strength of 4,500 lbs. per square inch in 28 days.

6.5 Connection to Existing System - Connections of gravity-flow sewers and force mains to the existing system shall be made in the manner indicated on the Drawings. As previously stated, new lines must remain disconnected from the existing system by actual physical separation, by plugs of a type approved by the Engineer, or by other means approved by the Engineer.

6.6 Manhole Sealing and Protective Coating

Manhole sidewall, invert, and bench sealing and rehabilitation shall be performed on existing manholes indicated or as directed by the Engineer. The sealing of sidewalls and inverts in the manhole shall conform to the following specifications and Section 2 - Materials.

The manhole coating and sealing materials as allowed in Section 2 - Materials shall be applied in strict accordance with manufacturer's recommendations and as approved by the Engineer.

Safety regulations and precautions set out by the manufacturer and OSHA shall be strictly observed.

Manholes to be waterproofed and sealed must first be cleaned by high-velocity cleaning equipment to remove all foreign matter from the walls and base. This cleaning shall remove oil, grease, loose mortar, paints, protective coatings, efflorescence, laitance and curing compounds.

The Contractor shall use a spray from above of a 10 percent solution of muriatic acid. The Contractor shall wash this material off and the manhole allowed to dry.

The manhole and invert shall then be gone over by patching with a quick setting Portland Cement based hydraulic cement to seal all cracks, etc.

This work shall be done in complete accordance with the manufacturer's recommendations. For material requirements see Section 2 - Materials.

The manhole is now ready for the sealing application process. Mixing shall be as per the manufacturer's recommendations. The first coat shall be applied by vertical brush strokes so that all brick joints in the direction receive an adequate coating of material. The first coat will be white in color to ease inspection and make the second coat visually simple to apply. After the first coat has cured, the surface is ready for the second coat. This second coat will be gray in color and should be applied with horizontal brush strokes to insure complete coverage of joints.

The sealant coatings shall be applied and be capable of withstanding a hydrostatic pressure of 7 psi (16 feet of water).

This sealing and waterproofing procedure shall be applied to the sidewalls, base, invert, and benches. As necessary to accomplish this work, the Contractor shall control the sewage flow through the manhole.

After all sealing, the Engineer and Contractor shall inspect the sealed manholes after rainfall events have sufficiently raised the ground water table. See Section 4 - Testing and Acceptance for other requirements including vacuum testing.

This inspection shall be scheduled at a time to be determined by the Engineer.

See Supplementary Condition to Contract for requirements of the Contractor to provide pre-construction and post-construction photographs for all manholes rehabilitated on this Project.

Manholes which do not pass this inspection / testing shall be resealed at no additional costs to the Owner.

The Contractor's attention is directed to the fact that some or all of the existing manholes may not contain steps installed in the sidewall. This may require the Contractor to perform some work by the use of short portable ladders or other equipment.

6.7 Manhole Replacements

The unit price items for manholes shall include removal of the existing manholes and disposing of the old structure at an approved landfill.

The Contractor shall deliver all removed and/or old manhole frames and covers to the owner's storage yard.

6.8 Sealing Around PVC and/or Polyethylene (PE) Slipliner Pipe in Existing Manholes
(none anticipated on this project)

Sealing and waterproofing annular spaces around existing PVC and PE slipliner pipes in manholes shall be performed by the use of "jute/oakum" material driven **a minimum of 18 inches** into the annular space around the existing pipes. Once this material in driven

in to the required minimum, the Contractor shall inject sealant materials to stop the intrusion of water.

The injection sealant shall be equal to PRIME FLEX 920 as manufactured by Prime Resins Inc. of Conyers (Atlanta), Georgia 30012 or Engineer-approved equal. The local representative for this injection sealant is Mr. Tom Williams of Williams Coating Consultants, Inc., Nashville, Tennessee 37211 (615-333-1000).

Once the Contractor has driven in the jute/oakum and this material has been sufficiently recessed to allow for the injection resin sealant, a hydraulic cement filler shall be placed to act as a retainer for the recessed sealant systems.

See testing requirements for vacuum testing of manholes after sealing around PE slipliner pipes.

6.9 Repair / Replacement of Sewer Connection on "PE" Slipliner Pipe
(none anticipated on this project)

The repair/replacement of existing 4-inch and/or 6-inch sewer service connections on existing polyethylene (PE) slipliner pipe sewer mains shall be performed in accordance with the following provisions. The purpose of this repair/replacement item is to repair and replace an existing PVC sewer service saddle which has slipped out of alignment with the existing 4-inch or 6-inch sewer service.

The Contractor shall dig down on the existing sewer service connection point; remove the existing PVC saddle tap, realign the 4-inch or 6-inch sewer service piping, install a 4-inch or 6-inch PE electro-fused saddle, and reconnect the existing sewer service piping. The Contractor shall furnish and install the same size pipe and fittings as the existing sewer service and sewer tap connection.

The PE electro-fused saddle shall be Frialen® saddle fitting by Friatec, Inc., Greenville, SC or approved equal.

6.10 Repair / Replacement of 4-inch Steel Manhole Vent Pipe Assemblies
(none anticipated on this project)

The repair and/or replacement of 4-inch steel manhole vent pipe assemblies shall be performed at locations shown on the enclosed drawings and/or as directed by the Owner/Engineer. This item includes removal of the existing deteriorated or broken vent pipe assembly and installation of a new manhole vent pipe assembly in full compliance with the standard detail included in the back of these specifications.

The 4-inch steel pipe material shall be Schedule 40 painted in accordance with the requirements indicated on the standard detail drawing.

Note: The Contractor may use schedule 40 galvanize steel pipe in lieu of schedule 40 painted steel piping.

6.11 Manhole - Where shown on the Drawings or where directed by the Engineer, the Contractor shall install vents at manholes to provide for ventilation of the sewer line.

Vents shall be installed in accordance with Standard Detail Drawings. Vent pipe shall be Schedule 40, steel, 4-inch, connected to the manhole as high as practicable while maintaining adequate cover on the vent pipe and vented above high water at the elevation shown on the Drawings or as directed by the Engineer.

Vent pipe shall have at least a 2-foot bury, be sloped to drain from the support pole to the manhole, and be connected through the manhole wall with a non-shrink grout. Vent pipe shall be painted with 2 coats of bitumastic paint as approved by Engineer.

Galvanized steel or rigid aluminum electrical conduit and fittings may be used in lieu of the Schedule 40 steel.

6.12 Manhole Stub-Outs (If Required) - Where shown on the Drawings or as directed by the Engineer, the Contractor shall construct pipe stub-outs from the manholes for future line connections.

Stub-outs shall consist of a short length of sewer pipe 8 inches to 10 inches in length installed at an invert elevation and plan angle as shown on Drawings or as designed by the Engineer. The manhole invert shall be shaped to receive discharge from this line. The connection through the manhole wall shall be made with resilient connectors in accordance with the Standard Details for Manhole Construction. The pipe shall be plugged with a watertight, removable plug of a design and material approved by the Engineer. The area under the stub-out and to the level of pipe bedding shall be backfilled with crushed stone.

Stub-out pipe material and size shall be as designated on the Drawings or as directed by the Engineer.

6.13 Concrete and/or Earthen Trench Dam - Where shown on the Drawings or as directed by the Engineer, the Contractor shall install concrete and/or earthen trench dams to prohibit the flow of water along the sewer trench. Concrete and/or earthen trench dams shall be installed in accordance with the Standard Detail Drawing.

6.14 Slope Protection and Erosion Control - This section shall consist of temporary control measures as shown in the Drawings or directed by the Engineer during the life of the Contract to control erosion and water pollution through the use of hay bales and other control devices.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features to assure economical effective and continuous erosion control throughout the construction and post-construction period.

a. Baled hay or straw erosion checks are temporary measures to control erosion and prevent siltation. Bales shall be either hay or straw containing five (5) cubic feet or more of material.

   Baled hay or straw checks shall be used where the existing ground slopes in ditches or other areas where siltation erosion or water run-off is a problem.

b. Baled Hay or Straw Erosion Checks - Hay or straw erosion checks shall be embedded in the ground 4 to 6 inches to prevent water flowing under them. The bales shall also be anchored securely to the ground by wooden stakes driven through the bales into the ground. Bales can remain in place until they rot or can be removed after they have served their purpose, as determined by the Engineer. The Contractor shall keep the checks in good condition by replacing broken or damaged bales immediately after damage occurs. Normal debris clean-out will be considered routine maintenance.

c. Temporary Silt Fences - Silt fences utilizing posts, filter cloth (burlap or plastic filter fabric, etc.) or other approved materials are temporary measures for erosion control. These fences shall be installed to retain suspended silt particles in the run-off water.

d. The temporary erosion control features installed by the Contractor shall be acceptably maintained by the Contractor until no longer needed or permanent erosion control methods are installed. Any materials removed shall become the property of the Contractor.

In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of work as scheduled and are ordered by the Engineer, such work shall be performed by the Contractor at his own expense.

Where the work to be performed is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls and falls within the specifications for a work item that has a Contract price, the units of work shall be paid for at the proper contract price.

e. Erosion Control Outside Project Area - Temporary pollution control shall include construction work outside the project area where such work is necessary as a result of construction such as borrow pit operations, haul roads and equipment storage sites. Bid price, in such cases, shall include all necessary clearing and grubbing, construction incidentals, maintenance, and site restoration when no longer needed.

f. No separate measurement and payment will be made for this work. It will be considered a subsidiary obligation of the Contractor under other bid items to which it reflects.

g. See the Detail Sheets in project Drawings for erosion control details.

6.15 Rehabilitation of Existing Manholes Utilizing Injected Chemical Polyurethane Grout

All active hydrostatic infiltration leaks shall be plugged or sealed with polyurethane grout designated in the materials Section 2, Item 22, page 14 of this specification. All manholes designated on the Drawings for grout application shall be treated using the following procedure, regardless of whether a crack or leak can be seen during construction.

1. If the manhole has a rubber boot seal at the pipe penetrations, drill into the manhole barrel approximately 8-inches above the pipe opening, all the way through the manhole wall. Drill two more holes, one on each side of the pipe opening, approximately 8-inches from the pipe opening. If a crack is visible in the manhole wall, drill ports along the crack, about 8-10-inches apart.

2. If the pipe penetration does not utilize a boot, drill three holes spaced around the pipe penetration area, approximately 4-8 inches from the pipe edge, completely through the manhole barrel.

3. If the manhole has a rubber boot seal, drill or penetrate the rubber pipe boot seal. Using an injection needle, inject water first through the boot into the space behind the boot. Inject water into the other injection ports. Water injection may

not be necessary depending upon groundwater levels at the time of the work. If pipe penetration has a boot, using the injection needle, inject grout first through the boot into the annular area outside of the boot.

4. If the pipe penetration does not have a boot, prepare one drilled port with an injection fitting. Inject grout into that fitting.

5. When grout starts to come out the next higher or next closer drilled opening, insert an injection tap into that opening and inject grout at the next higher opening.

6. Finally, inject grout into the top or third port. A total of 2 gallons of (unexpanded) grout shall be pumped into each pipe opening area. More injection taps may be used if needed but the grout application shall normally be concentrated in the vicinity the pipe openings.

7. More grout may be used as necessary as approved by the Engineer. Injected grout in excess the amount stated here shall be paid for on a per gallon (neat) unit price basis.

8. Inject grout through the taps at a minimum 250 psi pressure. Injection pressure shall not cause damage to the manhole structure or surrounding features. Any damage caused shall be repaired by the Contractor at no additional cost to the owner.

9. If grout begins to freely flow into the manhole from a crack or defect, seal the crack by ramming with grout-soaked dry oakum or foam rod designed for this purpose.

10. Contractor shall utilize these procedures along with recommendations of the grout manufacturer in regards to grout preparation and injection so as to effectively seal the leaking annular seals or annular areas and any adjacent manhole defects or wall cracks.

11. If grouting is performed on a manhole with an epoxy coating, then the grout injection tap openings shall be repaired with a quick setting fiber reinforced cementitious patch product followed by an epoxy patch product, compatible with the existing epoxy finish, and finished flush with the existing adjacent surface.

12. If grouting is performed on a manhole that has no further lining required by the directions of the Drawings, then the grout injection openings shall be patched with a quick setting fiber reinforced cementitious patch product and finished flush with the existing adjacent surface.

13. No injection taps shall be left in place.

14. Where the manhole has a cracked or broken pipe end in which the pipe defect may extend outside of the pipe resilient boot seal, contractor shall repair this defect with the injection of polyurethane grout using the procedure noted above. No additional payment shall be made for this category of repair. However, if grout quantities needed to affect the repair exceed the minimum quantities noted in item 7. (above), they will be paid for on a per gallon basis if approved by the Engineer.

SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

SECTION 4

TESTING AND ACCEPTANCE

1. TESTING

Testing and inspection of the completed work shall be accomplished by one or more of the following methods. Visual and Video Inspection, Air Pressure Testing, Hydrostatic Testing, Mandrel Testing, and Infiltration Test will always be done and will not be paid for as a separate pay item. The Roundness Test for flexible pipe will always be done and will not be paid for as a separate pay item.

Upon completion of construction, the Contractor shall remove all sand, dirt, brick and other foreign materials from the sewers and shall conduct his own inspection to locate any defects and determine when the sewers are ready for final inspection, testing, and acceptance by the Engineer. After all apparent defects have been corrected, the Contractor shall notify the Engineer and request a final inspection.

No final inspection will be scheduled by the Engineer until the Contractor advises that he has conducted his own inspection and believes the project to be ready for such final inspection. Should the Engineer begin a final inspection at the request of the Contractor and find that the sewers have not been cleaned or defects have not been corrected, the inspection will be terminated and will not be rescheduled until the Contractor again advises that the project is ready for inspection.

Acceptance of the project shall involve visual and video inspection, hydrostatic testing, mandrel testing, leakage test, and air pressure tests. The procedures shall be as outlined hereinafter. The work will not be accepted until the visual and video inspection, hydrostatic testing, mandrel testing, leakage testing, and air testing results are satisfactory.

1.1 Visual and Video Inspection - Engineer shall make visual inspection of pipe, fittings, and other materials to be incorporated into the work before they are installed. Items found to be defective or otherwise not in accordance with Drawings and Specifications shall be immediately removed from the site of the work.

Visual inspection of pipe, joints, manholes, etc. will proceed as work is being done and no backfill shall be placed until this is accomplished unless otherwise approved by the Engineer. Acceptance of work at this stage in no way relieves Contractor of responsibility and does not preclude testing by any of the following methods at the discretion of the Engineer.

On completion of the work, all sewers and manholes will be visually and video inspected for foreign matter, including sand and mud brought in by infiltration or inflow, and any such matter shall be removed before final acceptance of lines. If visual and video inspection of lines, manholes, or other items reveals leaks, structural failures, or other defects, the Contractor shall repair such immediately. Any sags, humps, bends, or other evidence of misalignment - regardless of the type of pipe - if in the opinion of the Engineer is detrimental to the operation of the system, shall be cause for rejection. Inspection will include observation of clean-up, property restoration, pavement replacement, etc. Any defects must be corrected to the Engineer's satisfaction before acceptance. A video is to be taken of completed lines by the Contractor and is to be

delivered the Engineer for final review and approval of the completed work. An additional copy of the video is to be delivered to the Owner for their permanent records.

1.2 Air Pressure Test - Equipment shall be top quality, in good condition, and approved by Engineer for use on this Project. Plugs should have a sealing length equal to or greater than the diameter of pipe being tested. External bracing of the plugs should not be required in order for the plug to hold against internal air pressure. The test equipment shall include accurate pressure gages to monitor test pressure, safety relief valve(s), and quick-release air bleed valve(s).

1. The procedure for air pressure testing shall conform to ASTM C-828 unless modified herein.

2. After backfilling and cleaning the line (including flushing, if necessary), making sure all service plugs are adequately braced against internal pipe pressure and checking air test equipment including pipe plugs (suitably graded against internal pipe pressure, if necessary), the sewer line section to be tested shall be pressurized to 4 psig (pounds per square inch-gauge) greater than the average back pressure of any groundwater that may be over the pipe (2.31 feet of water - 1 psig). At least 2 minutes shall be allowed for air pressure to stabilize. After the stabilization period and with 3.5 psig minimum pressure in pipeline, air supply shall be disconnected and the time observed which results in a 1 psig pressure drop.

3. The portion of line being tested shall be termed "Acceptable" if the time required for the pressure to drop from the stabilized 3.5 psig to 2.5 psig (greater than the average back pressure of any groundwater over pipe) is more than or equal to minimum calculated test time as determined by using the following table:

PIPE DIA. inches	TIME minutes	LENGTH* feet
8	4.2	350
10	4.7	275
12	5.7	225
15	7.0	175
18	8.5	150
21	9.9	125
24**	11.3	125

* Shorter or longer test length shall have test time modified in accordance with Engineer's decision

** Air test will not be run on pipe larger than 24 inches in diameter.

NOTE: For pipe sewers larger than 24 inches in diameter, the Contractor shall perform exfiltration and infiltration tests.

4. If the pipe is tested in a "dry" condition and fails to meet the test, specifications allow for the pipe to be wetted and tested in that condition. Initial testing may be in the "dry" or "wet" condition at the Contractor's option.

5. Observe safety precautions during test. Caution all workers to remain clear of test plugs which can blow out under considerable force at any time the line is pressurized.

1.3 Roundness Test – All sewers constructed of PVC pipe (all sizes) shall pass a go/no-go mandrel sized to 95% of the actual pipe diameter with the pipe in place and backfill completed. Contractor shall provide a suitable ball or mandrel having a diameter equal to 95% of the actual inside pipe diameter which he shall pull through each section of pipe while the Engineer observes the test. Any section of sewer showing a deflection of more than 5% of the actual inside diameter shall be considered to have failed and shall be re-laid to correct the condition.

Mandrel shall be pulled without mechanical pulling devices and shall not be performed until a minimum of 30 days after backfilling operations.

1.4 Infiltration Test - In addition to any other testing which may be required, any infiltration observed in any section of sewer shall be measured by using flow weirs. The weir test shall be made on the flow of water from sewers in not over 1,000-foot sections at any one time when, in Engineer's opinion, groundwater level is at highest point during a normal year. Contractor shall furnish all weirs, other materials, and labor required for such test. Weirs shall be in good condition and approved for the intended use by the Engineer. Engineer shall be responsible only for direction, reading, recording data, and calculating infiltration rates.

Maximum allowable infiltration shall be 25 gallons per mile per inch diameter per 24 hour period, but in no case shall exceed 1,500 gallons per mile of pipe per day for pipe 30 inches in diameter or larger. Joints shall be tight and leakage in excess of that specified herein shall be repaired.

The Infiltration Test shall not be relied on as the sole indicator of leakage if groundwater is determined to be less than 2 feet over the top of the pipe.

If the quantity of infiltration is in excess of the maximum quantity specified above, the joints shall be remade, the sewer re-laid, or other work performed by and at the expense of the Contractor in order to reduce the amount of leakage to an amount within the limits specified. The test will be repeated until the section of sewer passes the test requirements.

All visible leaks in pipes and manholes must be corrected regardless of the amount of infiltration.

1.5 Exfiltration Test - In case period of year of highest groundwater is not available before sewer is needed by the Owner, exfiltration testing may be used by the Contractor if approved by the Engineer.

Such testing shall be done between manhole segments by plugging the incoming lines on the downstream manhole and the upstream manhole. The method of filling the sewer with water shall be approved before use by the Engineer, and extreme care shall be used in conducting the test to avoid damage to the main sewer, service laterals, and service plugs. The line shall be filled slowly in such a manner to allow exhausting of air from the line as it fills. Suitable methods of measuring leakage rate shall be utilized as approved by the Engineer. Generally, exfiltration testing will not be used on line segments where the water elevation at the upstream manhole is more than 5 feet above the invert elevation at the downstream manhole so that pipe joints will not be subject to excessive internal pressures.

Maximum allowable exfiltration rate shall be 25 gallons per mile per inch diameter per 24-hour period, but in no case shall exfiltration exceed 1,500 gallons per mile per day for pipe 30 inches in diameter or larger.
If the quantity of exfiltration is in excess of the maximum quantity specified above, the joints shall be remade, the sewer re-laid, or other work performed by and at the expense of the Contractor in order to reduce the amount of leakage to an amount within the limits specified. The test will be repeated until the section of sewer passes the test requirements.

1.6 Vacuum Testing of Manholes - All new manholes and all existing manholes which are rehabilitated/waterproofed and sealed on this project will be required to pass a vacuum test of at least 10" Hg. prior to acceptance. This test shall be considered acceptable if the vacuum remains at 10" Hg. or drops to no less than 9" Hg. within one (1) minute. If the manhole fails the initial test, the Contractor shall locate the leak and make appropriate repairs acceptable to the Engineer in preparation for additional tests.

It is also called to the Contractor's attention that he will be required to furnish all equipment necessary for this test including the manhole sealing apparatus, gauges, pump, plugs, and operating personnel.

The cost of this work shall be merged into the unit price bid for manholes, and no additional payment will be allowed.

Note: The vacuum testing of manholes shall include plugging all inlet and outlet PE slipliner pipes in the manhole and vacuum testing of annular space seals at the same time as manholes which have been rehabilitated.

Note: Prior to connecting to any existing gravity sewer manholes, the Contractor shall be required to perform vacuum testing of the existing manhole. Any deficiencies found in the existing manhole must be addressed with assistance and coordination of the Owner/Engineer prior to making the connection. The Contractor shall be required to perform a subsequent and satisfactory vacuum test of the existing manhole after the Kor-N-Seal type tie-in is completed.

1.7 Cured-In-Place Gravity Sewer and Force Main Lining Testing Requirements

1.7.1 After completing lining and service renewals, every liner shall be TV inspected with a 360° integral lighthead camera as soon as practical to verify proper installation. The rate of travel shall not exceed 30 feet per minute. At each service, the camera shall come to a complete stop and the service shall be panned. The footage meter count shall be clearly visible. Submit a color, continuous digital video recording of the internal TV inspection and a log for each segment. Logs shall include date, line size, length, manhole numbers, project number, direction of camera travel, direction of flow, individual distance locations for all sewer service laterals including directions left or right, and any observed defects or comments.

1.7.2 Video Recording: Continuous digital video recordings of the inspection view as it appears on the television monitor shall be taken. It is intended that digital video recording will be made of the complete television inspection of all sewer lines constructed as part of this project. The recording shall also be used as a permanent record of defects. The recording shall be MPEG. The digital video encoding shall include both sound and video information that can be reproduced with a video image equal or very close to the quality of the original picture on the television monitor. The replay of the recorded video information, when received

by an ISO-MPEG-1 compliant viewer, shall be free of electrical interference and shall produce a clear, stable image. The audio portion of the composite digital coding shall be sufficiently free of electrical interference and background noise to produce an oral report that is clear and completely and easily discernible.

1.7.3 The audio portion of the inspection report shall include the location or identification of the section, the manhole-to-manhole direction of travel, and the distance traveled on the specific run encountered. The inspection camera equipment shall be continuously connected to the television inspection or monitoring equipment. The recording and monitoring equipment shall have the built-in capability to allow the Engineer to instantly review both the audio and video quality of the recordings at all times during the television survey. Playback speed shall be continuously adjustable from one-third normal speed for slow-motion viewing to normal playback speed. Separate MPEG files shall be created for each sewer line segment. In case of a reverse setup, such inspection shall be stored in a separate MPEG file. MPEG files shall be written to a CD-ROM media for delivery to the Engineer. Multiple MPEGs may exist on each CD-ROM. Each CD-ROM shall be labeled, at a minimum, with the following information: Owner, Engineering Firm, Project Name, Date of CD creation, CD ID, Sewer Line Sections and Contractor Firm.

1.7.4 The Owner/Engineer, at his sole discretion, reserves the right to refuse any MPEG, on the basis of poor image quality, excessive bit rates, inconsistent frame rates or any other characteristics that may affect usability by the Engineer or Owner.

1.7.5 After installation, test shall be performed on each sewer line segment to determine if the rehabilitated sewer is watertight, including renewed services to the sewer service cleanout, where applicable and where possible.

Furnish all necessary equipment to conduct the tests. Acceptable methods include low-pressure air test, infiltration method, exfiltration method, as contained herein for gravity sewer and hydrostatic pressure testing for force mains.

1.7.6 Finished liner samples taken from manhole cutoffs, service coupons, etc. shall be made available for the Owner to have analyzed by an independent testing lab. Samples shall be furnished directly to the Engineer or Owner within 24 hours (or less) after installation.

1. A minimum of 2 samples shall be taken of the first segment installed.

2 A sample shall be taken for each liner insertion or inversion on the project. Multiple segment insertions/inversions from one manufacturing lot require one (1) sample unless in excess of 1,200 feet for which two (2) must be taken.

3. A minimum of 6 samples per project shall be taken for each type of liner furnished.

4. Tests in accordance with ASTM standards for Tensile Properties, Flexure Modulus and wall thickness shall be conducted.

5. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the Engineer.

6. The Contractor shall furnish removable sizing sleeves to collect liner samples, which accurately replicate the host pipe diameter.

1.7.7. The cured-in-place gravity sewer liner shall be furnished and installed in the thickness necessary to withstand earth loads and live loads as shown on the Contract Drawings (approximately 6 to 22 feet) and a maximum external water pressure of 25 feet. In all cases, the cured-in-place liner shall have a minimum thickness as shown on the drawings.

Third party testing of all sewers lined shall be required at each inversion and at all locations over 1,000 feet thereafter. Third party testing shall be in accordance with ASTM standards and tested for Tensile Properties, Flexure Modulus and Wall Thickness. All costs for testing shall be merged into unit price bid for sewer lining.

1.8 TESTING OF VALVES

Upon completion of this project, the Contractor shall operate all buried valves in the presence of the Engineer to verify proper operation of each valve.

1.9 Warranty - The work to be performed under this Contract shall be guaranteed against defects in materials or workmanship for a period of one year following the date of formal acceptance of the project. In the event defects in materials or workmanship should appear, the Contractor shall promptly make the necessary correction. When the defects are not of an emergency nature, the Contractor will be notified and will be given a period of two weeks in which to make the necessary corrections.

Should the defects be of an emergency nature which, in the opinion of the Owner or the Engineer requires immediate correction, the Contractor will be notified and requested to make the necessary repairs immediately. Should this be impractical or if the Contractor should fail to respond to the request for corrective action within the specified period, the Owner may proceed to have the defects corrected and shall bill the Contractor for all charges in connection therewith including labor, materials, and equipment rental. Such charges may be deducted from amounts due the Contractor if any of the Contractor's money has been withheld. In the event the Contractor fails, refuses or neglects to pay the Owner, the surety shall be liable for such charges.

SEWER LINE REHABILITATION, REPLACEMENT, AND APPURTENANCES

SECTION 5

MEASUREMENT AND PAYMENT

1. GENERAL

The Contractor shall furnish all labor, tools, equipment, and materials to construct the proposed improvements complete as shown on the Drawings and described in these Specifications. The work shall be measured for payment in accordance with applicable provisions of these Specifications and payment shall be made on the basis of the unit prices or lump sum prices bid. The sum of the payments for eligible pay items contained in the proposal form shall be the compensation to be paid for the completed project, provided however, that changes in the work covered by written change orders, properly executed, may result in additions or deductions from the Contract price.

The Contractor's attention is called to the fact that although the pay items shown shall be the basis for establishing the contract price, the descriptions of the pay items do not necessarily reflect the extent of work to be performed. The cost of incidental work such as clearing and grubbing, trenching, backfilling, testing, etc., which is necessary but which is not specifically listed as one of the pay items, shall be included in the prices bid for the pay items to which the incidental work is most closely related.

2. SEWER PIPE

Service lines shall be measured for payment by horizontal measurements from the centerline of the main sewer to the plugged end of the service.

Sewer pipe and service lines shall be classified as under roadway if the sewer line is within 3 feet of the edge of the road. Any sewer or service line located more than 3 feet from the edge of the road shall be classified as outside roadway.

A. Measurement - Sewer pipe shall be measured for payment by horizontal measurements or station distances along the centerline from center of manholes to the nearest 0.1 foot. Sewer size shall be based on nominal pipe diameter as shown on the Drawings.

Measurement for establishing cut classification shall be the vertical distance from undisturbed ground elevation to the invert of the sewer as determined by the centerline cuts as determined by the Engineer. Where cut classification changes between adjacent stations and/or measured ground elevations, the ground slope shall be assumed to be uniform, and the distance to point of change in cut classification shall be calculated as proportional.

B. Payment - Sewer pipe shall be paid for on the basis of the respective unit prices bid per linear foot for pipe of the various sizes, materials, and cut classifications.

Payment for furnishing and installing the sewer lines shall constitute compensation in full for furnishing all labor, tools, equipment and materials, and installing the sewer complete, including incidental work such as location and protection of existing utilities, clearing, excavation (including rock), dewatering trenches, bedding with crushed stone in accordance with Specifications, backfilling, disposal of surplus excavated material, the removal of existing

pavements, curb and gutter, sidewalks, driveways, brush and timber, structures and piping to be relocated or abandoned; also sheeting, diking, well pointing, bailing, dewatering; testing, the furnishing and placing of bulkheads, the restoration of any utilities, parkways, trees, shrubbery, culverts, fences, and other items not covered under subsequent items and testing.

Backfill shall be in accordance with Section 3, Paragraph 4.2.

3. MANHOLES, DROP ASSEMBLIES, REHABILITATION, SEALING AND PROTECTIVE COATING, CHEMICAL GROUTING, AND/OR REPLACEMENT MANHOLES

A. Measurement - Manholes shall be measured by actual count of the manholes of the various sizes installed. Measurement of the drop assemblies shall be the actual count of assemblies installed to the elevations shown on the Contract Drawings. Measurement of watertight and traffic-type manhole frames and covers shall be by actual count of such covers actually installed.

B. Payment - Payment for manholes shall be made on the basis of the unit prices bid per each (EA) for the various size manhole bases.

Payment for additional manhole sidewall shall be made on the basis of the unit prices bid per vertical feet of the various sizes installed above the 0' to 9' depth. No separate payment shall be made for the first 9 feet of manhole sidewall. No separate payment shall be made transition section required to transition from one size sidewall to another size sidewall, cost for the transition shall be merged into the unit price bid for sidewall.

Payment for drop inlet to manholes, where shown, shall be made on the basis of the unit price bid per each (EA) for each drop pipe and shall constitute payment in full for furnishing the drop tee, drop pipe, elbow, and encasement, and for constructing the drop inlet complete.

Payment for watertight manhole castings and traffic-type castings shall be made on the basis of the unit prices bid for each (EA) such casting installed.

Payment for manhole vent pipe assemblies shall be made on the basis of the unit price bid for each such vent pipe assembly installed.

Filling of existing manholes which are to be abandoned in place shall be paid based on the unit price bid for each in accordance with the detail on the Contract Drawings.

Bulkheads of existing pipes shall be paid based on the unit price bid for each.

NOTE: The Contractor's attention is directed to the requirement for XYPEX® C-1000 RED Concrete Admixture in all manholes and siphon structures constructed on this project, that are not epoxy coated.

Manhole stub-outs and connections shall include all pipe and materials to connect or reconnect to the existing sewer line. All costs associated with this work shall be merged into the unit price bid for 8-inch through 15-inch manhole stub-outs and connections. No separate payment shall be made under pipe items per linear foot.

4. MANHOLE AND/OR PIPE SEAL/REPAIR REHABILITATION ITEMS

A. Measurement – Manhole and/or pipe seal/repair rehabilitation items shall be measured by actual count of items installed and/or performed.

B. Payment – Payment for manhole and/or pipe seal/repair rehabilitation items shall be made on the basis of unit prices bid per each (EA).

5. HYDRAULIC CLEANING AND INTERNAL TV INSPECTION **(included as part of other pay items, this is not a separate pay item on this project)**

A. Measurement – Hydraulic cleaning and internal TV inspection of existing sewers **(if included as a separate pay item on the bid form)** shall be measured for payment by the horizontal distances along the centerline of the sewer measured from the centerline of the manholes.

B. Payment – Hydraulic cleaning and internal TV inspection **(if included as a separate pay item on the bid form)** shall be paid for on the basis of the respective unit price items of liner installed in the various sewer sizes.

Payment for hydraulic cleaning and televising existing sewer mains **(if included as a separate pay item on the bid form)** shall constitute compensation in full for furnishing all labor, tools, equipment, materials, bypass pumping of sewage, incidental work, and all other work necessary for the completed job.

Payment for hydraulic cleaning and television inspection of existing sewer lines **(if included as a separate pay item on the bid form)** shall be made one time only for any one segment and shall include cleanup. Payment for hydraulic cleaning, heavy cleaning, and TV inspection shall not be made separately where such are included as part of another bid item such as lining of existing sewers and force mains by the resin impregnated flexible felt tube method.

6. "POINT OR SEGMENT" REPLACEMENTS

A. Measurement - "Point or Segment" replacements shall be measured by unit price for each point and/or segment replacement and shall include all work associated with repair and replacement of existing sewers up to 12 feet in length of the various pipe diameter sizes indicated. Any points or segments requiring replacement greater than 12 feet in length will be measured and paid by the linear foot for each foot exceeding the 12 feet amount.

B. Payment - Payment for "Point or Segment" replacements will be made in accordance with the unit price bid per each and unit price bid per linear foot (greater than 12 feet) for the appropriate sizes.

Payment shall include all excavation, dewatering, removal of old pipe, replacement with PVC sewer pipe, trench wall sheeting and/or use of trench boxes, wastewater bypass pumping, cleaning and preparing existing sewer for connecting, stabilization of subgrade for aligning new pipe and existing pipe invert flowlines (concrete cradle when used shall be paid under supplemental foundation items) backfilling with crushed stone or approved non-compressible material and other work necessary to complete the point or segment repair. The concrete, cradle or encasement (if required), and pavement repair will be included in the appropriate pay items.

Such pay shall constitute compensation for all labor, materials, equipment, connectors, and all other work necessary to complete the "Point or Segment" replacements.

7. LINING BY THE RESIN IMPREGNATED FELT TUBE METHOD

A. Measurement - Lining of existing sewers and/or force mains by the resin impregnated flexible felt tube method shall be measured for payment by the horizontal distances along the centerline of the lined sewer or force main measured from the centerline of the manholes.

B. Payment - Lined sewer or force main by the resin impregnated felt tube method shall be paid for on the basis of the respective unit price items of liner installed in the various sewer and/or force main sizes.

Payment for furnishing and installing the liner shall constitute compensation in full for furnishing all labor, tools, equipment, materials, bypass pumping of sewage, hydraulic cleaning and heavy cleaning, pre- and post-televising, testing, installation, incidental work and all other work necessary for the completed job.

Payment shall also include cleanup, and reconnecting existing service if specified, and third party testing of liner.

8. SEWER SERVICE LINE CONNECTION RENEWAL

A. Measurement - Sewer service line connection renewal shall include all connection items shown in detail of Contract Drawings including reconnection of existing sewer service line to existing 15" or 8" sewer rehabilitated by CIP lining including reinstatement of existing 4-inch or 6-inch service by remote 100% cut-out method; installation of epoxied-on-saddle; service bands; and all other labor and materials for complete re-connection of sewer service to mainline sewer. The sewer clean-out will be paid under unit price bid item of the Contract Documents. Measurement will be by an actual count of items installed.

B. Payment - Payment for these sewer service line connection renewals will be made in accordance with the unit price bid per lump sum each. Payment shall include the cost of all labor and materials necessary to construct these items in accordance with the Contract Specifications and details shown in the Project Drawings.

9. CLEAN-OUT ASSEMBLIES

A. Measurement - The clean-out assemblies will be measured by actual count of each size and type installed as part of the existing sewer rehabilitation system.

B. Payment - Payment for furnishing and installing the clean-out assemblies shall be based on the Contract unit price bid for each type installation. The unit price bid shall include all labor, materials, and equipment necessary to complete the valve installations as shown on the Drawings (including the valve(s) and connecting piping, traffic rated valve box, cover, crushed stone, excavation, backfill, and incidental work necessary for a complete installation).

10. ROADWAY MAINTENANCE, DRIVEWAY AND ROADWAY REPLACEMENT

1. ROADWAY MAINTENANCE

A. Measurement - Roadway maintenance items shall be measured by the actual quantity used for the item as follows: bituminous "cold mix" per ton and calcium chloride per 100 pounds.

B. Payment - Payment for roadway maintenance items shall be made in accordance with the unit prices bid for each item and shall include the cost of all labor and materials necessary for the application of these items.

2. DRIVEWAY REPLACEMENT

A. Measurement - Measurement for asphalt driveway or parking lot replacement, gravel driveway, or concrete driveway replacement shall be made by the linear foot along the centerline of the sewer for the actual quantity placed.

B. Payment - Payment for these items shall be made at the unit prices bid per linear foot and shall include the cost of all labor and materials necessary to construct these items at the locations and to the details shown on the Contract Drawings.

3. ROADWAY REPLACEMENT

A. Measurement - Measurement for Type "A" and Type "B" asphalt pavement replacement shall be made by the linear foot along the centerline of the sewer for the actual quantity placed.

B. Payment - Payment for roadway replacement items shall be made at the unit prices bid and shall include the cost of all labor and materials necessary to construct these items at the locations and to the details shown on the Contract Drawings.

NOTE: Payment for pavement replacement shall be made on the basis of the unit prices bid for various classifications of pavement as indicated in the Proposal Form. Such payment shall constitute the furnishing of all labor, materials, and equipment and replacing the damaged pavement, including the crushed stone base as required. The Contractor is advised that, although the limits of payment shall be as described under paragraph A. above, he shall be responsible for replacing all pavement damaged during construction, so that the paved area is left in a condition as good as or better than before the start of the construction.

All new and existing gas valves, water valves, and manholes will be adjusted to the final surface elevations by the Contractor. Cost for this work is to be merged into unit price construction items for pavement replacement.

11. TOPSOIL AND SEEDING OF TRENCHES SOD/GRASS REPLACEMENT, AND EROSION CONTROL MATTING FOR SEEDED AREAS

A. Measurement - Measurement for topsoil and seeding of trenches, sod/grass replacement, and erosion control matting for seeded areas will be made by the linear foot of trench along the centerline of the sewer or per square yard as shown on the bid form.

B. Payment - Payment shall be made at the unit price bid and shall include all costs of labor and materials (including fine grading, mulching) for the completion of this item.

12. CONCRETE FOR CRADLE, CAP, THRUST BLOCKING AND/OR ENCASEMENT

A. Measurement – Class C (2,000 PSI) Concrete used in cradling, encasement, or caps will be measured by computing the theoretical volume of concrete required to construct the item in accordance with Standard Detail Drawings. The length shall be the actual length of such concrete as installed at the Engineer's direction. Measurement for concrete used in pads, low piers, or blocks shall be placed on the theoretical volume required for the dimensions of the structure as shown on the plans or as directed by the Engineer.

B. Payment - Payment for Class C (2,000 PSI) concrete shall be made on the basis of the unit price bid per cubic yard and shall constitute full compensation for excavation, forming, furnishing, and placing the concrete, reinforcing steel, and other incidental work required to complete the work. No separate payment will be made for concrete included in manholes, drop pipes, service risers, or other structures where the price of such concrete is included in the unit price or lump sum price bid for the item.

13. CRUSHED STONE BACKFILL FOR UNDERCUTS

A. Measurement - In areas (other than areas specifically designated by these Specifications) where directed by the Engineer to backfill with crushed stone or to refill an undercut where the Engineer has directed that unsuitable material be removed, this item shall be measured for payment by the formula (4/3 O.D. + 24)/12) (length (ft)) (depth (ft)) divided by 27.

B. Payment - Payment for crushed stone backfill shall be at the unit price bid per cubic yard and such payment shall constitute complete compensation for all extra labor, materials, and equipment necessary to furnish, haul, place and compact the crushed stone backfill.

14. UNCLASSIFIED EXCAVATION FOR UNDERCUTS

A. Measurement - In areas where directed by the Engineer to remove unsuitable material below grade, this item shall be measured by the formula (4/3 pipe O.D. + 24)/12 x depth divided by 27 for sewer mains and outside diameter plus 36 inches x depth divided by 27 for manholes.

B. Payment - Payment shall be made at the unit price bid and no distinction shall be made between rock and earth excavation as far as payment is concerned.

15. PLAIN STONE RIP-RAP

A. Measurement - Measurement for plain stone rip-rap shall be made by the square yard as measured in place.

B. Payment - Payment shall be made at the unit price bid and shall include the cost of all labor and materials necessary to construct the item at the locations on the Contract Drawings or as directed by the Engineer.

16. GROUTED STONE RIP-RAP

A. Measurement - Measurement for grouted stone rip-rap shall be made by the square yard as measured in place.

B. Payment - Payment shall be made at the unit price bid and shall include the cost of all labor and materials necessary to construct the item at the locations on the Contract Drawings or as directed by the Engineer.

17. LUMP SUM BID ITEMS

Lump Sum Construction Items shall be paid under established items and shall include all related work as set forth in the Proposal Section and as indicated on the Contract Drawings.

18. STREAM CROSSINGS

A. Measurement - Stream crossings shall be made measured for payment by horizontal measurements or station distances along the centerline of the pipe to the nearest 0.1 foot. Sewer size the linear foot along the centerline of the sewer as shown on the plan sheets.

B. Payment - Payment shall be made at the unit price bid for each and shall include all costs of labor and materials (including but not limited sewer pipe, concrete encasement, and check dams) for the completion of this item as shown in the Standard Details.

19. EARTHEN AND/OR CONCRETE CHECK DAMS

A. Measurement - Measurement for earthen and/or concrete check dams will be made by the actual number installed.

B. Payment - Payment shall be made at the unit price bid for each and shall include all costs of labor and materials (including clay soil) for the completion of this item. Two (2) concrete check dams utilized at each stream crossings shall not be paid for under this unit price item.

18. SILT FENCING, STRAW WADDLES, AND OTHER APPROVED EROSION CONTROL DEVICES

A. Measurement - Measurement for silt fencing, straw waddles, rock check dams, and other approved erosion control and sediment prevention devices will be made by the linear foot as shown on the bid form.

B. Payment - Payment shall be made at the unit price bid and shall include all costs of labor and materials for the completion of this item, along with maintenance and upkeep as needed.

File #: 1787 **Agenda Date:** 6/22/2026 **Agenda #:** 10.D.

Title:

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WYNFIELD PUMP STATION MODIFICATIONS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

RESOLUTION - 2026

RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WYNFIELD PUMP STATION MODIFCATIONS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

WHEREAS, the City of Mt. Juliet seeks to modify and upgrade the electrical components of the wastewater pumping station located within the Wynfield residential development; and

WHEREAS, the City of Mt. Juliet has received and reviewed Two (2) bids for the project and finds W&O Construction Co., LLC ("Contractor") to be the lowest responsive, responsible bidder for the project; and

WHEREAS, the City of Mt. Juliet desires to award the construction contract to the Contractor for construction of the Project.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Board of Commissioners approves the contract with the Contractor in the total amount of $345,800.00 for the construction of the Project.

Section 2. Mayor James Maness is hereby authorized to execute the said contract with the Contractor.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE CREEKSIDE DRIVE INTERCEPTOR UPSIZING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

Executive Summary

The project: The furnishing and installation of the components for the replacement of the existing pumps, drives, and pump controls at the Wynfield Pump Station including all required bypass pumping, electrical modifications, and appurtenances as required for a complete operational installation.

Contract: The City of Mt. Juliet has received and reviewed Two (2) bids and finds W&O Construction Co., LLC to be the lowest responsive, responsible bidder for the project in the amount of $345,800.

Funding: This project is fully funded through the approved FY25-26 budget.

Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

Water Management Services, LLC

SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

TELEPHONE: 615/366-6088
FAX: 615/366-6203

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

May 28, 2026

Mr. Shane Shamanur, Engineering Director
Department of Public Works
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, Tennessee 37122

RE: City of Mt. Juliet; Dept. of Public Works
Wynfield Pump Station Modifications
(WMS No. 26116)

Dear Mr. Shamanur:

We have completed our review of the bids received at 2:00 p.m. on May 26, 2026 for the above referenced project. Our review of the bids found the bids to be correct as read aloud. A copy of the bid tabulation is attached for your review and a ranking of these bids is as follows:

	CONTRACTOR RANKING	TOTAL BID
1	W&O Construction Co., Inc.	$345,800.00
2	J. Cumby Construction, Inc.	$545,000.00

As indicated by the ranking, W&O Construction Co., Inc. was found to be the lowest bidder for the project with a low bid of $345,800.00. Based on our review of the references provided regarding the past performance of this firm, we find that W&O Construction Co., Inc. has a satisfactory “track record” of completed work on similar projects.

If the City accepts this recommendation and awards this project to W&O Construction Co., Inc. then a Contract can be entered into between the City of Mt. Juliet and W&O Construction Co., Inc. provided this firm can obtain the required bonds and insurance.

Please contact us if you have any questions regarding the above.

Respectfully submitted,

Steven M Jones

Steven M. Jones, P.E.

Enclosures

Ccs: Mr. Kenny Martin, City Manager, w/enclosure, via email
Ms. Dana Hire, City Finance Director, w/enclosure
Mr. Tim Forkum, Utilities Director, w/enclosure via email
Ms. Donna Howard, Administrative Assistant, w/enclosure, via email

CITY OF MT. JULIET DEPARTMENT OF PUBLIC WORKS
WYNFIELD PUMP STATION MODIFICATIONS
BID DATE: TUESDAY, MAY 26, 2026 @ 2:00
WMS PROJECT NO. 26116

ITEM	DESCRIPTION	QUANTITY	W & O CONSTRUCTION CO., INC. 150 CONSTRUCTION DRIVE LVINGSTON, TN 38570 TN License No. 8039		J. CUMBY CONSTRUCTION, INC. 165 WEST BROAD STREET COOKEVILLE, TN 38501 TN License No. 60508	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A.	LUMP SUM BID					
1	The base bid for the furnishing of all labor, materials and equipment for the Construction Work at the Wynfield Pump Station required for a complete operating installation as described in the Contract Documents for the lump sum of	1 LS	$345,800.00	$345,800.00	$545,000.00	$545,000.00
	Total of All Unit Price and Lump Sum Construction Items 1			$345,800.00		$545,000.00

** error corrected*

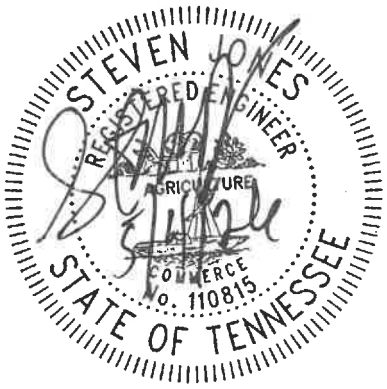
I hereby certify that this is a true and correct bid tab with all arithmetic errors corrected.

Water Management Services, LLC Date 5-27-26

VOLUME I OF
CONTRACT DOCUMENTS
FOR THE

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS



WATER MANAGEMENT SERVICES, LLC
2 INTERNATIONAL PLAZA, SUITE 401
NASHVILLE, TENNESSEE 37217
(615) 366-6088
Fax (615) 366-6203

WMS No. 26116

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS

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CONTRACT DRAWINGS

PROPOSAL SECTION

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID
FOR
CONSTRUCTION OF

WYNFIELD PUMP STATION MODIFICATIONS

RECEIPT OF PROPOSALS

Sealed Proposals for the construction of the Wynfield Pump Station Modifications project, will be received at the office of the City of Mt. Juliet Finance Department located at City Hall at 2425 North Mt. Juliet Road, Mt. Juliet, Tennessee 37122, Attention: Ms. Dana Hire, Finance Director, on or before 2:00 p.m. local time on Tuesday, May 26, 2026 and immediately thereafter all bids will be publicly opened and read aloud.

Sealed envelopes containing Proposals shall be marked "Proposal for the City of Mt. Juliet, Tennessee, Department of Public Works, Wynfield Pump Station Modifications." Bidders must be licensed by the State of Tennessee to perform the work required. The envelope containing the bid shall be marked to show the bidder's Tennessee Contractor's license number, expiration date and the part of the classification applying to the bid, otherwise the bid will not be opened. No Proposal will be considered unless it is made on the Proposal form, which is included in the Contract Documents. The Proposal must not be removed from the Contract Documents with which it has been bound by the City of Mt. Juliet, Tennessee. This Proposal must be addressed as indicated in the previous paragraph. It shall be the Bidder's responsibility that the envelope be properly addressed to ensure that the proposal is received on or before the appropriate time.

The project will include the following described construction:

> Furnishing and installation of the components for the replacement of the existing pumps, drives, and pump controls at the Wynfield Pump Station including all required bypass pumping, electrical modifications, and appurtenances as required for a complete operational installation.

CONTRACT DOCUMENTS

City of Mt. Juliet
Department of Public Works (Sewer)
71 East Hill Street
Mt. Juliet, Tennessee 37122

Builders Exchange of Tennessee
301 Perimeter Park Drive, Suite 100, Office 9
Nashville, Tennessee 37211

Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, Tennessee 37217

Nashville Contractor's Association
7430 Burleson Lane
Murfreesboro, Tennessee 37129

Official (numbered) Bid Documents shall be obtained at the office of Water Management Services, LLC; 2 International Plaza, Suite 401; Nashville, Tennessee 37217 (telephone: (615-366-6088). A fee of $50.00 must be made for each set obtained.

CITY OF MT. JULIET - TITLE VI COMPLIANCE

It is the policy of the City of Mt. Juliet to provide equal employment opportunities and to provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the City Manager at (615) 754-2552 or at 2425 North Mt. Juliet Road, P.O. Box 256, Mt. Juliet, Tennessee 37121. Requests for accommodation of a disability should be directed to the City Manager at (615) 754-2552 or at 2425 North Mt. Juliet Road, P.O. Box 256, Mt. Juliet, Tennessee 37121.

BID SECURITY

Each Proposal shall be accompanied by a certified or cashier's check or a satisfactory bid bond payable to the City of Mt. Juliet, Tennessee in an amount not less than five (5) percent of the Base Bid as a guarantee that the bidder will, within fifteen (15) days after the date of the award of the Contract, execute an Agreement and file bonds and insurance as required by the Contract Documents if his Proposal is accepted.

If an intended awardee fails to execute and file an Agreement, bonds and insurance as required by the Contract Document, the entire amount of the security submitted with the Proposal shall be forfeited.

LICENSE

Subject to the provisions of Chapter 6 of Title 62 of the Tennessee Codes Annotated, the Contractor's attention is directed to the Tennessee Codes Annotated Section 62-6-119 which states that it will be necessary for each bidder and their subcontractors to show evidence of a license before his bid will be considered and that the license number, expiration date, and that part of classification applying to the bid appear on the envelope containing the bid; otherwise the bid shall not be opened.

"62-6-119. Bid documents – Penalties

(a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

(b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents, including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:

(1) The name, license number, expiration date, thereof, and license classification of the contractor applying to bid for the prime contract.

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars ($100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars ($25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L, or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars ($25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars ($100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope provided or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representative shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or any similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall only apply to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public, or private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120(b).

(f) Notwithstanding the Uniform Administrative Procedure Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars ($5,000) for willful violation of this section.

HISTORY: Acts 1976, ch 822, § 20; T.C.A., § 62-620; Acts 1986, ch. 718, § 2; 1989, ch. 591, § 111; 1990, ch 868, § 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch. 153, § 1; 2001, ch. 222, §3; 2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010, ch 801, § 1; 2011, ch. 12, §§ 1, 2; 2014, ch. 644, §1."

ADDENDA AND QUESTIONS CONCERNING BID DOCUMENTS

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

"12-4-126

(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

(b) Any questions concerning the bid documents must be received by the designer no less than ninety-six (96) hours before bid opening date.

(c) This section shall not apply to the department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds."

HOLDING OF PROPOSAL

No bid shall be withdrawn after the opening of the proposals without the consent of the City of Mt. Juliet, Tennessee for a period of sixty (60) days after the scheduled time of the closing of bids. The bid securities of all bidders, except those submitted with the three lowest acceptable bidders, will be returned within fifteen (15) days after the time of the opening of the bids. The bid security accompanying the three lowest acceptable proposals may be held by the City of Mt. Juliet, Tennessee until a construction contract has been executed and a satisfactory Performance Bond in the sum of the full amount of the Contract has been delivered to the City of Mt. Juliet, Tennessee.

TIME FOR COMPLETION

The successful bidder shall be required to fully complete all work within **180** consecutive calendar days from and including the date to start work established in a written order from the City of Mt. Juliet, Tennessee.

NOTE: The Contractor's attention is directed to the to the Time for Completion and Liquidated Damages in the Supplementary Conditions and Starting and Completing in the Agreement, in addition to the Excess Cost of Engineering.

AWARD OF CONTRACT

The award of any Contract will be made by the City of Mt. Juliet, Tennessee to the lowest responsive, responsible bidder. Responsible bidder will be defined as one who furnished satisfactory evidence that the bidder has the experience and the ability and that he has sufficient capital and facilities to enable him to perform the work successfully and to complete the work within the time specified in the Contract Document. At a minimum, a responsible and responsive bidder shall be appropriately licensed by the State of Tennessee, have provided the required bid bond, have the capability of meeting the bond and insurance requirements, and be in compliance with Federal, State and local laws and regulations applicable to the project.

The City of Mt. Juliet, Tennessee reserves the right to reject any proposal for failure to comply with all requirements of the notice or of any of the Contract Documents; however, it may waive any minor defects or informalities at its discretion. The City of Mt. Juliet, Tennessee further reserves the right to reject all proposals.

Plans and specifications for this project were prepared by Water Management Services, LLC.

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

BY: Tim Forkum, Utilities Director

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS

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INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

1.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the Goods and Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified, or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing the Goods and Special Services, visit the site to become familiar with local conditions.

1.2 Each bidder, by making his bid, represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the Bidder did not inform himself prior to bidding.

1.3 Each bidder, by making his bid, represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

1.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1 and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services.

2. INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or drawings shall be submitted in writing to the Owner, through the Engineer, at least 10 days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered by the Engineer to each person receiving a set of documents. Only those questions answered by The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

3. MATERIAL SUBSTITUTION

Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on his own initiative but, in each instance, will be required to obtain authorization from the Engineer before installing any work in variance with the requirements of the Contract Documents.

4. PREPARATION OF BID

Only bids which are made out on the bid form included in the Official (numbered) Bid Document will be considered. The bid form must not be separated from this document. Amounts are to be shown in both words and figures. In case of discrepancy between words and figures, the words shall prevail unless it clearly appears, in Owner's opinion, that the words rather than the figures are in error. If any portion of the bid is required to be given in unit prices and totals, the unit prices shall prevail unless it clearly appears, in Owner's opinion, that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. A bid will be rejected if it does not contain a price for each and every item named in the bidding schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions,

alterations, or additions not called for may be rejected.

The lump sum (base bid) in the Bidding Schedule is based on item (a.) in the Tabulation of Major Equipment Items. The bidder shall, at a minimum, write in a price for item (a.) and is encouraged to write in prices from other manufacturers, since low bidder is determined after equipment selection, provided other manufacturers than that named in item (a.) are determined to be an equal.

5. SIGNING OF BID

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be regarded as irregular.

6. BID SECURITY

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that if the bid is accepted, the bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

7. RETURN OF BID SECURITIES

The security of the three lowest bidders will be returned after the execution of the Agreement with the successful bidder and the approval of his bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

8. AGREEMENT, BONDS, INSURANCE

The attention of bidders is specifically directed to the General Conditions of the Contract and to the forms of agreement and bonds to be executed and types of insurance to be taken out in the event a Contract award is made.

The attention of bidders is specifically directed to the General Conditions of the Contract relative to the Certificate of Insurance requirements. If the Surety declines to provide the Certificate of Insurance containing the specified cancellation clause verbiage, the Surety shall be required to provide a separate letter to the Owner/Engineer stating that the Surety shall notify the Certificate holder in writing thirty (30) days prior to cancellation, reduction, or change in coverage on this project.

Surety companies executing bonds shall appear on the U.S. Treasury Department's most current Circular 570 (31 CFR 223), shall be licensed to transact business in the State where the project is located, and shall have an A.M. Best "A" rating or better.

Refer to the following websites for details.

http://www.fms.treas.gov/c570/c570_a-z.html
http://www.fms.treas.gov/fedreg/31cfr223.1-22.html
http://www.ambest.com/ratings/guide.asp

9. BID SUBMITTAL

Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal.

10. WITHDRAWAL OF BID

Any bid may be withdrawn at any time prior to the hour fixed in the invitation to bid for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to the time specified for opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

11. DESIGNATION OF SUBCONTRACTORS

Each bidder shall list on the form included in these documents the names and addresses of all subcontractors who will perform work or labor or render service to the bidder on or about the construction site in addition to any and all requirements of Chapter 6 of Title 62 of the Tennessee Codes Annotated. Each bidder shall show on the form the portion of the work to be done by each subcontractor.

12. QUALIFICATION OF BIDDERS

It is the intention of the Owner to award a Contract only to a bidder who furnishes satisfactory evidence that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly and to complete the work within the time specified in the contract documents. Furthermore, it is the intention of the Owner to award a Contract only to a bidder with a satisfactory record of performance, skill, integrity and judgment. Each bidder shall submit with his bid a listing of past projects including references. A form is provided in the Proposal for listing of this information.

13. DISQUALIFICATION OF BIDDERS

More than one bid for the same work described in this document from an individual, firm or partnership, a corporation or an association under the same of different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered. In addition, if at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work. The attention of each bidder is directed to the Non-Collusion form in the Proposal and each bidder shall submit an executed affidavit with his bid.

14. LICENSE

Each bidder shall possess state and local licenses as are required by law and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the Contract.

15. BID OPENING

Bids will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation to Bid. Bidders or their agents are invited to be present.

16. AWARD OF CONTRACT

The award of any contract or contracts will be made to the lowest responsive responsible bidder or bidders. The Owner reserves the right to reject any or all bids or to waive irregularities or informalities at its discretion.

17. EFFECTIVE DATE OF AWARD

If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee or mailed to him at the main business address shown on his bid by some officer or agent of the Owner duly authorized to give such notice.

18. EXECUTION OF AGREEMENT

Copies of the agreement, in the number stated in the form of Agreement, shall be executed by the successful bidder and returned, together with the required bonds and insurance, within 15 days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement. Failure of a successful bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the Agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next lowest, responsible bidder.

The bidder's attention is directed to the Attestation Regarding Personnel Used In Contract Performance certification in the Agreement Section which must be executed by the successful bidder prior to the issuing of the Notice to Proceed on this project.

19. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work with 15 calendar days form and after the issuance by Owner of a written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within **180** calendar days from and after the date of the Notice to Proceed.

20. LIQUIDATED DAMAGES

The Contractor's attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Contract Agreement, in addition to Excess Cost for Engineering.

21. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering and inspection as defined in the General Conditions of the Contract, if extensions of time are granted by Owner because of avoidable delays as therein defined.

22. EXISTING FACILITIES

The information and data shown or indicated in the Contract Drawings with respect to existing underground facilities is based on available information and record drawings. The

Owner/Engineer shall not be responsible for the accuracy or completeness of such information or record drawings. The Contractor shall have full responsibility for reviewing and checking all such information and data for locating all facilities shown or indicated on the Contract Drawings, for coordinating of the work with the Owner and for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the Contract price.

23. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

24. DELETIONS BY OWNER

Portions or segments of this work may be deleted by the Owner at their discretion during the course of construction operations because of funding considerations and/or unforeseen or unknown difficult construction conditions which may arise during the course of the work which this Contract does not cover.

25. IRAN DIVESTMENT ACT

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Bidders certify that to the best of its knowledge and belief, neither the Bidder nor any subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-101.

26. LOCAL PERMITS

The contractor shall be required to purchase all necessary permits necessary for the construction of the project including, but not limited to, City and County building permits.

27. CITY OF MT. JULIET - TITLE VI COMPLIANCE

It is the policy of the City of Mt. Juliet to provide equal employment opportunities and to provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the City Manager at (615) 754-2552 or at 2425 North Mt. Juliet Road, P.O. Box 256, Mt. Juliet, Tennessee 37121. Requests for accommodation of a disability should be directed to the City Manager at (615) 754-2552 or at 2425 North Mt. Juliet Road, P.O. Box 256, Mt. Juliet, Tennessee 37121.

PROPOSAL TO

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS

Full Name of Bidder _____

Main Business Address _____

Place of Business _____

THE CITY OF MT. JULIET, TENNESSEE (hereinafter called "Owner")

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above-designated work, all of which are on file at the City of Mt. Juliet, Tennessee, and all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda No. _____, _____, _____, and _____ issued thereto; and he proposes and agrees if this Proposal is accepted that he will contract with the City of Mt. Juliet, Tennessee in the form of the copy of the Agreement included in these Contract Documents to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Drawings, and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

NOT OFFICIAL BID DOCUMENT

I. BIDDING SCHEDULE

A. TOTAL BID

Item No. 1 - Lump Sum

The base bid for the furnishing of all labor, materials and equipment for the Construction Work at the Wynfield Pump Station required for a complete operating installation as described in the Contract Documents for the lump sum of

_____

_____Dollars and _____ Cents

TOTAL $ _____
(in figures)

II. PROPOSAL CONDITIONS

A. It is expressly understood that quantities in the Bidding Schedule for Unit Price Items and Supplemental Unit Priced Items are approximate only and that payment on a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

B. The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.

C. If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and to give the bond for faithful performance required by the General Conditions of Contract and by law, and to provide all insurance as required by the Contract Documents within thirty (30) days after the date of the award of the Contract, the City of Mt Juliet, Tennessee, at its option, determined that the bidder has abandoned this Contract and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Mt Juliet, Tennessee.

III. BID SECURITY

Accompanying this Proposal is a _____,

in the amount of _____Dollars ($_____).

Note: (a) Insert the words "Cash," "Cashier's Check," "Certified Check" or "Bid Bond" as the case may be.

(b) Amount must be equal to at least that stated in the Notice to Bidders but not less than that required by State Statutes.

NOT OFFICIAL BID DOCUMENT

IV. GENERAL

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached within 15 days and deliver the Surety Bond or Bonds and insurance as required by the Contract Documents. The bid security attached in the sum of _____ _____ Dollars ($_____) is to become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth.

V. STARTING AND COMPLETION

If awarded a Contract under this Proposal, the Undersigned proposes to start work at the site within thirty (30) calendar days after the receipt from the Owner of a written notice to proceed. The Undersigned further agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Owner within **180** consecutive calendar days from and including the date of receipt from the Owner of a written notice to proceed.

NOTE: The Contractor's attention is directed to the provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Agreement Section in addition to the Excess Cost of Engineering.

VI. SIGNATURE

State of _____)
)ss
County of _____)

_____, being first duly sworn on oath deposes and says that the bidder on the above proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

_____, also deposes and says that he has examined and carefully prepared his bid proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Proposal or bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President _____

Secretary _____

Treasurer _____

Manager _____

NOT OFFICIAL BID DOCUMENT

and it (does) or (does not) have a corporate seal. The (name) _____ _____ is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken on _____, a certified copy of which is hereto attached. (Strike out this last sentence if not applicable.)

(b) Partnership

The bidder is a partnership consisting of individual partners whose full names are as follows:

_____ _____

_____ _____

The partnership does business under the legal name of:

_____.

(c) Individual

The bidder is an individual whose full name is _____ _____, and if operating under a trade name, said trade name is _____.

Dated _____, 20____.

_____
Legal Entity

(Seal - If Corporation)
(Sign Here) By: _____

_____

Telephone No. _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

NOT OFFICIAL BID DOCUMENT

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the Principal) and _____ _____, (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of _____ are held and firmly bound unto the City of Mt Juliet, Tennessee (hereinafter called the Owner), in the full and just sum of _____ Dollars ($_____)

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to furnish and install the Wynfield Pump Station Modifications project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total contract price in form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20___.

_____
Principal

BY_____
(Seal)

_____
Surety

_____
(Seal)

Countersigned _____

Local Resident Producing Agent for _____

STATEMENT OF COMPLIANCE CERTIFICATE

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____ have fully complied with all the requirements of TCA § 50-9-113 and TCA § 50-9-114 Tennessee Code Annotated; Title 50; attached herewith for reference.

- The City of Mt Juliet, Tennessee operates a drug-free workplace program as certified under this chapter.
- The City of Mt Juliet, Tennessee drug-free workplace program provides for testing of employees for workplace use of drugs or alcohol.
- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Mt Juliet, Tennessee.

Note: All prospective Bidders may review the City of Mt Juliet, Tennessee drug-free workplace program by contacting the City of Mt Juliet, Tennessee at the location provided in the Invitation to Bid.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

_____
Notary Public

My commission expires _____

Source: Tennessee Codes/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-113. State and local government construction contracts.

50-9-113. State and local government construction contracts.

(a) Each employer with five (5) or more employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contact or award a contract for construction services with an employers who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government, "Employer" includes any private company or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch. 918, §§ 1,2.]

Source: Tennessee Code/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

(a) The state or any local government, including departments, divisions, or agencies thereof, shall include within any bid or procurement specifications for construction services the following information:

(1) A statement as to whether the government entity issuing a construction service bid or other procurement specification operates a drug-free workplace program as certified under this chapter or operates any other program that provide for testing of employees for workplace use of drugs or alcohol;

(2) If operating such a program, a statement that describes the government entity's drug-free workplace or alcohol and drug testing program; and

(3) A statement that all bidders or proposals for construction services are required to submit an affidavit as part of their bid, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the governmental entity.

(b) Unless suit is filled in chancery court, employers shall have seven (7) calendar days to contest a contract entered into by employers subject to the provisions of this section with a local government or state government. Employers that do not contest such contracts within seven (7) calendar days by filing suit in chancery court shall waive their rights to challenge such contracts for violating the provisions of this section. Such contracts shall be contested in chancery court in the county where the contract was entered. The trial of the alleged violation of the provisions of this section shall be expedited by giving it priority over all cases on the trial docket, except workers' compensation cases.

[Acts 2002, ch. 693, § 1.]

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20___.

_____
Notary Public

My commission expires _____

CHAPTER NO. 878

HOUSE BILL NO. 111

By Representatives Moore, Hood, Davidson, Borchert, Sherry Jones, Langster, Tidwell, Hackworth, Cobb, Eldridge, Favors, Brown, Rowe, Mike Turner, Pruitt, McDonald, Eric Watson, Campfield, Hensley, McKee, Roach, DuBois

Substituted for: Senate Bill No. 411

By Senators Haynes, Ketron, Cohen

AN ACT to amend Tennessee Code Annotated, Title 12, Chapter 4, relative to public contracts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 12, Chapter 4, Part 1, is amended by inserting the following as a new, appropriately designated section:

(a)
(1) The state or other state entities shall not contract to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract for goods or services entered into with the state or a state entity.
(2) No person may contract to supply goods or services to the state or other state entities if that person knowingly utilizes the services of illegal immigrants in the performance of a contract to supply goods or services entered into with the state or a state entity.
(3) After the effective date of this act, no person may enter into a contract to supply goods or services to the state or other state entities without first attesting in writing that the person will not knowingly utilize the services of illegal immigrants in the performance of the contract and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.

(b) If any person who contracts to supply goods or services to the state or other state entities, or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of illegal immigrants in the performance of such a contract to supply goods or services to the state or other state entities, the commissioner of finance and administration shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the state or other state entities for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract to supply goods or services to the state or other state entities.
(c) Any person who is prevented from contracting for or submitting a bid for a contract to supply goods or services to the state or other state entities for one (1) year pursuant to subsection (b) may appeal the imposition of the one (1) year prohibition by utilizing an appeals process to be established by the commissioner of finance and administration.

SECTION 2. The commissioner of finance and administration is authorized to promulgate rules and regulations to effectuate the purposes of this act. All such rules and regulations shall be promulgated in accordance with the provisions of Tennessee Code Annotated, Title 4, Chapter 5.

SECTION 3. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect January 1, 2007, the public welfare requiring it.

PASSED: May 25, 2006

APPROVED this 15th day of June 2006



JIMMY NAIFEH, SPEAKER
HOUSE OF REPRESENTATIVES



JOHN S. WILDER
SPEAKER OF THE SENATE



PHIL BREDESEN, GOVERNOR

STATEMENT OF COMPLIANCE CERTIFICATE
NON-BOYCOTT OF ISRAEL

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____ fully complies with all the requirements of Chapter No. 775 (House Bill No. 2673 and Senate Bill No. 1993) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part 127, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 775.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20___.

_____
Notary Public

My commission expires _____

SENATE BILL 1188
By Niceley

HOUSE BILL 1052
By Jernigan

AN ACT to amend Tennessee Code Annotated, Title 4; Title 8 and Title 12, relative to public contracts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 12, Chapter 4, Part 1, is amended by adding the following language as a new section: 12-4-127.

(a) On and after the effective date of this act, in the case of any contract for services to be let by a department or agency of state government organized in title 4, chapter 3, to an outside entity, the commissioner or director of such department or agency shall certify to the comptroller of the treasury that:
(1) No state employee within that department or agency is capable of accomplishing the tasks sought to be contracted;
(2) No vacant positions in such department or agency exist that can be filled by hiring an employee to perform the services in lieu of contacting for such services to an outside entity;
(3) A cost-benefit analysis has been conducted regarding the contract and the benefit has been determined to exceed the cost;
(4) The proposed contractor does not have a record of misconduct in the performance of any past or present contract with the state of Tennessee or any other contracting agency. For the purpose of this section, evidence of misconduct shall include any finding by any criminal or civil court of competent jurisdiction in the United States, or by any agency of federal government or the state government of Tennessee, that the contractor has conducted business dishonestly or has acted in violation of state or federal law, or has violated the legally protected rights of its employees or of any other persons; and
(5) The contracting department or agency or another state department or agency competent to do so will oversee the performance of the contract. No third party outside of state government will conduct such oversight.

(b) The commissioner or director shall attach to the certification required under subsection (a) persuasive written reasons as to the inability of the department or agency's employees to perform the services required under the contract. The commissioner or director shall also attach a copy of the cost-benefit analysis to the certification.

SECTION 2. This act shall take effect July 1, 2013, the public welfare requiring it.

STATEMENT OF COMPLIANCE
IRAN DIVESTMENT ACT

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____
and all subcontractors have and shall fully comply with all the requirements of Tennessee Code Annotated (TCA) Chapter 12 entitled "Iran Divestment Act" §12-12-111.

The Tennessee Department of General Services, Central Procurement Office has adopted the list created by South Carolina, which will be posted on the state website. The link below will provide access to the list of entities that are covered by the Act:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.

Signed:_____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20____.

_____
Notary Public

My commission expires _____

TN Department of General Services | Central Procurement Office

July 15, 2016

NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of "Entities Ineligible to Contract with the State of South Carolina or any Political Subdivision of the State per the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, et. seq."

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

NON-COLLUSION AFFIDAVIT

Each Contractor submitting a bid must fill out the following Affidavit:

STATE OF _____)
)ss
COUNTY OF _____)

Affiant, _____,

makes oath that he is the _____ of

the _____; and that the only parties directly or indirectly interested in this Contract are named herein; and that neither the Mayor, Alderman, Commissioner or any other City Official is directly or indirectly interested in this Contract or the proceeds thereof; and that the undersigned affiant has not given or donated or promised to give or donate directly or indirectly to any official or employee of the City of Mt. Juliet, Tennessee or to anyone else for his benefit any sum of money or other thing of value for aid or assistance in obtaining this Contract.

Signed: _____

Subscribed and sworn to before me this

_____ day of _____, 20___.

_____

LIST OF SUBCONTRACTORS

PROJECT: WYNFIELD PUMP STATION MODIFICATIONS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

Subcontractor and Address	Class of Work to be Performed
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	

Dated _____

_____
Bidder

By _____

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to state below that work of similar magnitude in order to judge his experience, skill and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the Contract.

Project and Location	Reference
(1) _____	_____
_____	_____
(2) _____	_____
_____	_____
(3) _____	_____
_____	_____
(4) _____	_____
_____	_____
(5) _____	_____
_____	_____
(6) _____	_____
_____	_____
(7) _____	_____
_____	_____

Dated _____

_____
Bidder

By _____

AGREEMENT SECTION

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

1. CONSTRUCTION OPERATIONS AND MATERIAL STORAGE

The Contractor must carry on all his construction operations, including storage of materials, in such a way as to interfere as little as possible with the operation and maintenance of existing sewer facilities.

2. CONTRACT DRAWINGS

The Drawings applicable to the work to be performed under this Contract are referred to in this document as Contract Drawings and described as follows:

CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS

3. ARRANGEMENT AND CHARGE FOR WATER AND ELECTRICAL POWER

Where the Contractor desires a water and electrical power supply in connection with any construction work, he shall make complete and satisfactory arrangements with the City of Mt Juliet, Tennessee.

Payments shall be made by the Contractor in accordance with the Utility Agency's official rates and policies.

4. SEQUENCE OF OPERATIONS

The work designated to be performed under this Contract shall be coordinated in such manner that there shall be a minimum of interference with traffic and existing utilities. Existing water, gas, electric and communications shall not be interrupted without prior arrangements having been made with the management of the utility involved.

Backfilling and clean-up work shall be continuously prosecuted to the point that satisfactory ingress and egress to roadways can be maintained.

During the period required for construction under this Contract, it will be necessary that any existing treatment facilities, sanitary sewers, force mains, and pumping stations, be maintained in operation. The Contractor shall prepare and submit to the Owner and the Engineer a schedule of operations for approval. The Contractor shall dispose of all storm water and sewage accumulated in a manner acceptable to the Engineer.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The successful bidder shall commence work upon issuance by the Owner of a Written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within 180 consecutive calendar days. The notice to proceed will be issued in accordance with Paragraph 2.03 of the General Conditions.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Agreement, not a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount, is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the government;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specific in subsections a and b of this article.

Provided, further that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay and notify the Contractor within a reasonable time of its decision in the matter.

6. MAINTENANCE AND ACCESS OF TRAFFIC

Portions of the work may be located in developed areas requiring the access for fire and other departments to be provided for, and at least on free lane shall be available for all traffic. Contractors are to arrange operations in these areas to meet these requirements and secure approval of operating procedures Tennessee DOT.

7. PROPERTY DAMAGE CLAIMS

Any and all property damage claims received by the Owner, their agents, or the Contractor resulting from any alleged operation of the Contractor shall be investigated promptly (within 14 days) by the Contractor or insurance carrier. Any such claims made to the Owner shall be forwarded to the Contractor in writing and the Contractor shall subsequently forward such claims to his insurance carrier.

Before final payment is made by the Owner to the Contractor, a summary of the Contractor's disposition of all such claims shall be provided to the Owner. Nothing contained in this paragraph shall be interpreted by the Contractor to lessen the requirements of the General Conditions.

8. WASTEWATER BYPASSING

The Contractor shall insure that no wastewater bypassing will occur due to construction activities unless a schedule is approved by the State of Tennessee and the U.S. Environmental Protection Agency.

9. WORK IN CITY AND STATE ROAD RIGHTS-OF-WAY

When ordered by the Engineer or Owner's Representative, the Contractor shall place temporary cold mix in street trench cuts. This temporary pavement shall be properly maintained by the Contractor until such time as final pavement restoration is completed.

At various locations on this project (in addition to what might be specifically shown on the Contract Drawings), the nature of construction and traffic conditions will require that the Contractor utilize and maintain heavy steel plates to facilitate traffic. These steel plates shall be of sufficient size and thickness to be utilized for varying trenching conditions.

The Contractor shall make every possible effort to backfill all excavations at the end of each day's construction operations. To accomplish this procedure, the Contractor shall mark and/or reference the end of the pipe each day for reopening trench the next morning. In some cases the use of "sand or gravel bags" will facilitate this procedure, especially where major roads or highways must be crossed one lane at a time.

The Contractor shall remove equipment and other materials from and near the street or highway at the end of each day's construction operations. See previous provisions concerning barricades and warning signs.

All costs associated with furnishing, placing, maintaining and using these steel plates shall be merged into the Contractor's unit price bid for sewer mains.

10. REPAIR OF EXISTING WATER MAINS AND SERVICES

Should the Contractor through his construction operations break or otherwise damage an existing water service or water main, the Contractor may undertake to make the necessary repairs as long as the following conditions are met:

A. Notify the local Utilities Board of the damage and coordinate with the Board on the operation of any valves.

B. Complete the repair in compliance with requirements of the local Utilities Board.

C. Furnish and install materials, fittings and sleeves in compliance with the standards of the local Utilities Board.

D. Store and have available on the project proper materials of sizes and type needed to avoid unnecessary repair delays.

Any repairs which are completed by the forces of the local Utilities Board shall be billed to the Contractor based on the Board's Standard invoicing procedures.

11. COPIES OF DOCUMENTS

Delete Paragraph 2.02.A of the Standard General Conditions in its entirety and insert the following in its place:

Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

12. SUBSURFACE INVESTIGATION

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

13. HAZARDOUS ENVIRONMENTAL CONDITIONS

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

14. LIABILITY INSURANCE

Add the following new paragraph immediately after Paragraph 6.03.J of the Standard General Conditions:

K. The limits of liability for the insurance required by Paragraphs 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A of the General Conditions:

a. State: Tennessee	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	$1,000,000

2. Contractor's General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate	$2,000,000
b. Products – Completed Operations Aggregate	$2,000,000
c. Personal and Advertising Injury	$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage where applicable.	
f. Excess or Umbrella Liability	$5,000,000

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

a. Combined Single Limit (Each accident)	$1,000,000

4. The Contractual Liability coverage required by Paragraph 6.03.H the following amounts:

$1,000,000

5. The Owner and Water Management Services, LLC shall be named as additionally insured.

15. PROPERTY INSURANCE

Delete Paragraph 6.05 of the Standard General Conditions in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

   a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

   b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

   c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

   d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

   e. allow for partial utilization of the Work by Owner;

   f. include testing and startup; and

   i. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Supplementary Conditions Page 8 Item 27- Liability Insurance and shall comply with the requirements of paragraph 6.05 of the General Conditions.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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AMERICAN SOCIETY OF CIVIL ENGINEERS



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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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CITY OF MT. JULIET, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

WYNFIELD PUMP STATION MODIFICATIONS

THIS AGREEMENT made this _____ day of _____, 20 ___, by and between the City of Mt. Juliet, Tennessee, hereinafter called the "Owner," and _____, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the ___ day of _____, 20___ find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the City of Mt. Juliet, Tennessee Wynfield Pump Station Modifications Project, all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents of said work.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Supplementary Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

A. LUMP SUM BID

1 The base bid for the furnishing of all labor, materials and equipment for the Construction Work at the Wynfield Pump Station required for a complete operating installation as described in the Contract Documents for the lump sum of $_____

TOTAL BID $_____

ARTICLE IV - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. ____, ____, ____, ____, ____, ____, ____, and ____.
2. Supplementary Conditions
3. General Conditions
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation to Bid
8. Contractor's Proposals
9. This Instrument

This Contract is intended to conform in all respects to applicable statutes of the state in which the work is to be constructed and, if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written notice to proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents on or before and not later than 180 calendar days therefrom. Contractor shall, and agrees to, furnish and deliver to Owner within fifteen (15) days after date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The Contractor's attention is directed to the provisions from liquidated damages as provided in the Special Conditions, in addition to the Excess Cost of Engineering.

The contractor hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice To Proceed" issued by the Owner and to fully complete the project within **180** consecutive calendars as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of $300 per day for each consecutive calendar day thereafter as provided in the Supplementary Conditions.

ARTICLE VI - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

ATTEST:

By _____

Title _____

_____
Contractor

By _____

Title _____

CITY OF MT. JULIET, TENNESSEE

By: _____
Mayor

By: _____
City Manager

By: _____
Director of Public Works

Approved as to Form and Legality

By _____
Attorney for the Owner

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF MT. JULIET
PO BOX 256
MT. JULIET, TN 37122

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: MT. JULIET, TN – WYNFIELD PUMP STATION MODIFICATIONS

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 , Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF MT. JULIET
PO BOX 256
MT. JULIET, TN 37122

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: MT. JULIET, TN – WYNFIELD PUMP STATION MODIFICATIONS

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

    16.1 **Claim:** A written statement by the Claimant including at a minimum:

        1. The name of the Claimant;
        2. The name of the person for whom the labor was done, or materials or equipment furnished;
        3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
        4. A brief description of the labor, materials, or equipment furnished;
        5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
        6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
        7. The total amount of previous payments received by the Claimant; and
        8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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AFFIDAVIT

(To be attached to all Contracts)

STATE OF _____)
)ss
COUNTY OF _____)

_____

being first duly sworn on oath deposes and says that he is

_____
(attorney) (in fact or agent)

of _____
(bonding company)

surety on the attached contract for the City of Mt. Juliet, Tennessee Wynfield Pump Station Modifications project executed by

_____
(Contractor)

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above-mentioned Contract.

Signed _____

Subscribed and sworn to before me

this _____ day of _____, A.D., 20___

_____

(Notary Public _____ County _____)

My Commission expires: _____

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER ☐	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A
	COMPANY LETTER B
INSURED	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNERS & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE $ PRODUCTS-COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE: DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON - OWNED AUTOS ☐ GARAGE LIABILITY				CSL $ BODILY INJURY PER PERSON $ PROPERTY DAMAGE $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY $ EACH ACCIDENT $ DISEASE-POLICY LIMIT $ DISEASE-EACH EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE

CONTRACT SPECIFICATIONS

FOR

WYNFIELD PUMP STATION MODIFICATIONS

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FOR

DIVISION 1

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GENERAL REQUIREMENTS

SECTION 1A

SUMMARY OF WORK

1. WORK COVERED BY CONTRACT DOCUMENTS

The Work to be performed is as described in the Invitation to Bid.

2. CONTRACTOR'S DUTIES

2.1 Except as specifically noted, provide and pay for:

Labor, materials, and equipment;

Tools, construction equipment, and machinery;

Samples, shipping costs, and tests;

Necessary utilities, such as water supply, electrical power, telephones, roads, fences, and sanitary facilities, including maintenance thereof;

Other facilities and services necessary for proper execution and completion of the Work.

2.2 Pay legally required sales, consumer, and use taxes.

2.3 Secure and pay for legally required permits, licenses, and government fees.

2.4 Give required notices.

2.5 Employ workmen and foremen with sufficient knowledge, skill, and experience to perform the work assigned to them.

2.6 Comply with the codes, laws, ordinances, rules, regulations, orders, and other legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work.

Comply with OSHA (P.L. 91-576) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

2.7 Submit written notice to Engineer of observed variance of Contract Documents from legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work.

2.8 Enforce discipline and good order among Contractor and subcontractor employees. Any person employed by Contractor or subcontractors who does not perform his work in a skillful manner, is incompetent, or acts in a disorderly or intemperate manner shall, at the written request of Owner, be removed from the project immediately and shall not be employed again in any portion of the Work without the approval of Owner.

2.9 Provide at all times facilities for access and inspection of the Work by representatives of Owner and of official governmental agencies designated by Owner as having the right to inspect the work.

2.10 Cooperate with other contractors who may be performing work for Owner and with Owner's employees working in the vicinity of the Work done under this Contract.

3. CONTRACTOR'S USE OF PREMISES

3.1 Confine operations at site to areas permitted by law, ordinances, permits, and the Contract Documents.

3.2 Do not load or permit any part of a structure to be subjected to any force that will endanger its safety.

3.3 Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke.

3.4 Assume responsibility for protection and safekeeping of products stored on premises.

3.5 Do not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority.

4. EXISTING FACILITIES

4.1 The existing piping and other underground utilities are shown in approximate locations as determined from the Owner's records. Contractor shall be responsible for determining the exact location before commencing work in these areas. The Contractor shall also be fully responsible for any damage to the existing piping and underground utilities.

4.2 The existing facilities will be in continuous operation during the construction period.

4.3 Plan and conduct construction operations to avoid disturbing existing plant structures, piping, equipment, and services in any manner which will interrupt or impair operations, except as approved by Engineer.

4.4 Submit for approval a construction sequence and detailed drawings and written explanations of the temporary facilities and appurtenances intended to be used in maintaining the uninterrupted operation of the existing facilities.

5. PARTIAL OWNER OCCUPANCY

5.1 Owner, at its discretion, may place into service certain portions of the completed Work.

5.2 Provide proper access to Owner's personnel for this purpose.

5.3 Use and operation of a completed portion by Owner will constitute acceptance of that work. Notify Owner when he should cover with his own insurance the work placed in beneficial use.

5.4 Once Owner is ready to put completed work into service, a "Statement of Substantial Completion," as supplied by the Engineer, shall be completed and signed by all concerned parties.

5.5 Liability of Contractor for defects due to facility construction will extend for one year after the Work is placed in service.

GENERAL REQUIREMENTS

SECTION 1B

CUTTING AND PATCHING

1. DESCRIPTION

1.1 Do the cutting and patching required to perform the Work. Cutting and patching shall include the cutting (including excavation), fitting, or patching necessary to:

Remove and replace defective work,

Remove and replace work not conforming to the Contract Documents,

Remove samples of completed Work for specified testing,

Install specified Work in existing construction.

1.2 Cutting and patching work performed when ordered in writing by Engineer shall include cutting and patching necessary for:

Inspection of covered work,

Obtaining samples of completed work for testing,

Alteration of completed work.

1.3 Work performed by another contractor shall not be cut or altered without written consent of Engineer.

2. SUBMITTALS

2.1 Before doing any cutting, submit a written notice to Engineer requesting consent including:

Description of affected work,

Necessity for cutting,

Scope of cutting and patching,

Trades and products to be used and extent of refinishing.

2.2 Prior to doing cutting and patching identified in writing by Engineer as additional work, submit a cost estimate.

2.3 Notify Engineer when work is to be performed.

3. PAYMENT

3.1 Cutting and patching required to perform the Work will not be measured or paid for separately. The cost shall be included in the Contract Price for the items of Work that require cutting and patching.

3.2 Cutting and patching, when instructed in writing by Engineer, will be paid for by negotiated Change Order under the appropriate provisions of the Contract, except work done to correct defective or non-conforming work.

4. MATERIALS

Materials used for replacement of work removed shall comply with the Specifications for the type of work to be done.

5. EXECUTION

5.1 Provide shoring, bracing, and support as required to maintain structural integrity of the project.

5.2 Protect adjacent portions of the work and existing facilities from damage due to cutting and patching operations.

5.3 Execute excavating and backfilling as specified in Section 2B - Earthwork.

5.4 Restore work which has been cut or removed. Install new products to provide completed work meeting all requirements of the Contract Documents.

5.5 Refinish entire surfaces as necessary to provide an even and uniform finish.

GENERAL REQUIREMENTS

SECTION 1C

SUBMITTALS

1. PROGRESS SCHEDULE

1.1 Prepare a detailed Progress Schedule in graphic form showing proposed dates of starting and completing each major division of the Work.

1.2 The schedule shall be consistent with the time and order of work requirements of the Specifications and shall be the basis of Contractor's operations.

1.3 Submit 3 copies to Engineer within 14 days after Notice to Proceed.

1.4 At the end of every month, submit with Payment Request a revised schedule showing the current status of the Work as compared to the projected status. The current application for a progress payment will not be processed until the revised is delivered to Engineer.

2. BREAKDOWN OF CONTRACT AMOUNT

2.1 Submit a typewritten breakdown of contract amount on the form contained in this Document for use in computing and checking periodical payment estimates.

2.2 No payment will be made until the breakdown has been submitted and accepted by Engineer and Owner.

2.3 The breakdown shall be in detail and representative of the proposed work.

3. SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

3.1 General

3.1.1 Submit to Engineer shop drawings, project data, and samples required by the Specifications.

3.2 Shop Drawings

3.2.1 Shop drawings are original drawings prepared by the Contractor, subcontractors, suppliers, or distributors which illustrate some portion of the Work and show fabrication, layout, setting, or erection details of equipment, materials, and components.

3.2.2 Contractor shall submit shop drawings electronically in PDF format.

3.3 Project Data

3.3.1 Project data are manufacturers' standard schematic drawings, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

3.3.2 Modify drawings to delete information not applicable and to add information applicable to the project.

3.3.3 Mark copies of printed material to identify pertinent materials, products, or models.

3.3.4 Show dimensions and clearances required, performance characteristics and capacities, and wiring diagrams and controls.

3.3.5 Submittal procedures shall be the same as for shop drawings.

3.4 Contractor Responsibilities

3.4.1 Review and approve shop drawings, project data, and samples before submitting them.

3.4.2 Verify field measurements, field construction criteria, catalog numbers, and similar data.

3.4.3 Coordinate each submittal with the requirements of the Contract Documents.

3.4.4 Submit shop drawings for major equipment items in one package to permit checking complete installation details.

3.4.5 In a clear space above the title block or on the back, hand stamp the following and enter the required information:

Specification Section .....

This document has been checked for accuracy of content and for compliance with the Contract Documents and is hereby approved. The information contained herein has been coordinated with all involved contractors.

Signed .....

3.4.6 Contractor's responsibility for errors, omissions, and deviations from requirements of the Contract Documents in submittals is not relieved by Engineer's review.

3.4.7 Notify Engineer in writing at time of submittal of deviations in submittals from requirements of the Contract Documents.

3.4.8 Do not install materials or equipment which require submittals until the submittals are returned with Engineer's stamp and initials or signature indicating approval.

3.4.9 Revise returned shop drawings as required and resubmit until final approval is obtained. Indicate on the drawings any changes which have been made other than those requested by Engineer.

3.4.10 Submit new project data and samples when the initial submittal is returned disapproved.

3.4.11 No claim will be allowed for damages or extension of time because of delays in the work resulting from rejection of material or from revision and resubmittal of shop drawings, project data, or samples.

3.5 Engineer's Duties

3.5.1 Engineer will review submittals for compliance with the Contract Documents and with the design concept of the project.

3.5.2 Review of a separate item does not constitute acceptance of an assembly in which the item functions.

3.5.3 Engineer will affix a stamp to the returned copy of each submittal. The stamp will be marked to indicate whether the submittal is "Reviewed," "Furnish As Corrected," or "Revise and Resubmit," and an explanation will be given if the submittal is unsatisfactory. The stamp will be initialed or signed certifying the submittal review.

4. OPERATING AND MAINTENANCE MANUALS

4.1 Furnish three (3) hard copies and two (2) electronic copies on CD of manuals of instructions for operation and maintenance of each item of equipment furnished. Each manual shall be bound in a binder for a total of three (3) complete and bound manuals.

4.2 Include instructions for all components of the equipment, whether manufactured by the supplier or not, including valves, controllers, and other miscellaneous components.

4.3 Included Material as follows:

- Parts lists,
- Exploded or sectional views,
- Recommended lubrication and maintenance procedures,
- Internal wiring and piping diagrams,
- Detailed description of process, where applicable,
- Operating procedures,
- Other pertinent information of value to obtain peak performance.

4.4 Equipment Maintenance Schedule

4.4.1 In addition to the equipment operation and maintenance manuals, an equipment maintenance schedule shall be prepared for each piece of equipment. The schedule shall list routine preventive maintenance recommended by the equipment manufacturer. The schedule shall be listed as daily, weekly, monthly, quarterly, semi-annually, and annually.

4.4.2 The items listed in the schedule shall be those maintenance functions that Contractor and equipment suppliers expect the plant operating personnel to follow in order to meet warranty provisions when the equipment is turned over to Owner.

4.4.3 The schedule for each piece of equipment shall be prepared in the same format. No photocopies or reproductions of the various equipment operation and maintenance manuals will be permitted.

GENERAL REQUIREMENTS

SECTION 1D

TESTING

1. GENERAL

1.1 Perform the inspections and tests required by laws, ordinances, rules, regulations, or orders of public authorities.

1.2 Perform the inspections and tests required by the Specifications.

1.3 Provide product certifications as required by the Specifications.

1.4 Test, adjust, balance, and operate mechanical and electrical equipment to demonstrate that they have been properly assembled, aligned, adjusted, wired, and connected. Make any adjustments or replacements found necessary.

1.5 Neither observations by Engineer, nor inspections, tests, or approvals by other than Contractor shall relieve Contractor from his obligation to perform the Work in accordance with the requirements of the Contract Documents.

2. TESTING LABORATORY SERVICES

2.1 Employ and pay for the services of an independent testing laboratory to perform specified services.

2.2 Obtain approval of Owner before employing laboratory.

2.3 Laboratory shall meet "Recommended Requirements for Independent Laboratory Qualification" published by the American Council of Independent Laboratories.

2.4 Laboratory shall meet basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel As Used in Construction."

2.5 Laboratory Duties

2.5.1 Perform specified tests and services.

2.5.2 Comply with specified standards, ASTM, other recognized authorities, and as specified.

2.5.3 Ascertain compliance with requirements of Contract Documents and so note in writing on all reports.

2.5.4 Promptly notify Engineer and Contractor of irregularities or deficiencies of work observed during performance of services.

2.5.5 Promptly submit 3 copies of reports of inspections and tests to Engineer.

2.5.6 Include in the reports date, project title and number, name and signature of inspector, date of inspection or sample, record of temperature and weather, date

of test, identification of product and Specification Section, location in project, type of test, and observations regarding compliance with requirements.

2.6 Contractor's Responsibilities

2.6.1 Cooperate with laboratory personnel.

2.6.2 Provide to laboratory samples of materials to be tested in required quantities.

2.6.3 Furnish to the Engineer three copies of mill test results.

2.6.4 Provide facilities for storage and curing of test samples.

2.6.5 Notify Engineer sufficiently in advance of time and place of tests to be made at point of manufacture, assembly, or fabrication to permit Engineer to witness tests if he so desires.

3. TESTING OF TANKS, PIPING, AND EQUIPMENT

3.1 General

3.1.1 Contractor shall be responsible for all labor, tools, equipment, and supplies needed to test. Tests shall be witnessed by representatives of Contractor, Engineer, and (when appropriate) the manufacturer. Written reports, check lists, or test sheets giving pertinent data shall be prepared for each item of mechanical equipment, signed or initialed by required witnesses, and turned over to Engineer.

3.2 Tanks

3.2.1 All concrete and/or steel tanks shall be tested for watertightness prior to backfilling. Concrete tanks shall be tested in accordance with ACI350.1R-93/AWWA 400-93, lastest edition. Other tanks shall be filled with water for a period of 48 hours to determine if leaks exist. Liquid level drop shall not exceed 1/2-inch during this period.

Should leaks exist, they shall be patched and repaired, after which they shall be retested. Such testing shall be done in a manner approved by the Engineer, preferably before backfilling. Water used to fill tanks shall be supplied by the Owner and conveyed to the tank by the Contractor.

3.3 Piping

3.3.1 Piping shall be tested in accordance with Section 17B.

3.4 Equipment

3.4.1 A representative of the equipment manufacturer shall be present to assist with the start-up and testing of all equipment.

3.4.2 Electrical tests shall be conducted on all motors to verify that actual conditions do not exceed nameplate ratings.

3.4.3 Tests shall be made under normal operating conditions except where special test conditions are set out in equipment specifications. Checks shall be made for

noise, vibration, direction of rotation, power consumption, overheating, misalignment, operating speed, and such other parameters as may be needed to indicate proper performance of equipment.

3.4.4 Pump performance shall be checked against head-capacity curves submitted and approved.

GENERAL REQUIREMENTS

SECTION 1E

MATERIALS AND EQUIPMENT

1. STORAGE

1.1 Store construction materials on wooden platforms or other hard, clean, dry surfaces.

1.2 Protect perishable materials with weathertight covers as recommended by the material manufacturers.

1.3 Store mechanical and electrical equipment under weather-proof, dry, and temperature controlled conditions as recommended by the manufacturer.

1.4 Equipment installed but not in operation shall be considered in storage.

1.5 Protect stored equipment from condensation by energizing enclosure space heaters, by providing supplementary heat, or by other means as recommended by the equipment manufacturer.

1.6 Fill gear boxes of stored equipment with oil and protect bearings from rusting by rotating shafts regularly and routinely as recommended by the equipment manufacturers.

1.7 Submit details of proposed storage and protective measures, including systems, procedures, and inspection schedules, to Engineer for review with the equipment shop drawing submittals.

1.8 Repair or replace equipment which deteriorates during storage or after installation before it is placed in full operation.

2. EQUIPMENT GUARDS

2.1 All moving parts of equipment shall be provided with removable, rigidly constructed and mounted equipment guards of the types required for operator safety and as required by the provisions of all local, state, and federal codes, ordinances, regulations, and laws.

3. SHOP PRIMERS

3.1 Shop prime assemblies, castings, steel pipe, and fabricated elements with a primer compatible with the final paint system specified in Section 9A.

3.2 If shop primer is not compatible with final paint, completely remove before field painting and replace with compatible prime coat.

3.3 Protect with grease or other means surfaces which are not painted, such as shafts, chains, and bearings.

4. EQUIPMENT ANCHOR BOLTS

4.1 Anchor bolts and nuts for equipment shall be Type 304 stainless steel, ASTM A-320. Bolts shall be sized as recommended by the manufacturer of the equipment.

4.2 Anchor bolts for mounting equipment which requires careful alignment, such as pumps, blowers, and motors, and which have a fixed non-adjustable base or bolt hole drilling, shall be installed in Series 300 stainless steel sleeves with a diameter equal to twice the bolt diameter. Bolts for angle brackets and other similar non-critical alignment supports need not have sleeves but shall, as well, be Series 300 stainless steel.

4.3 All equipment, unless otherwise directed by Engineer, shall be mounted on minimum 4-inch concrete pad. Concrete shall be installed in accordance with Division 3.

5. ADDITIONAL ELECTRICAL WORK

5.1 The electrical work to be performed is shown on the Drawings and is specified in Division 16 of this document.

5.2 Furnish and install with furnished equipment any additional electrical work required for proper operation.

5.3 Motor horsepowers shown on the electrical Drawings are approximate only. Provide or make adjustments to the electrical equipment and wiring required for the motor horsepowers actually furnished.

6. WARRANTY

6.1 Equipment shall be warranted by manufacturer for a period of not less than one (1) year.

GENERAL REQUIREMENTS

SECTION 1F

CLEANING

1. DESCRIPTION

1.1 A program to maintain site free from accumulations of waste, debris, and rubbish caused by construction operations shall be submitted for approval.

1.2 When Work is complete, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials and clean all sight-exposed surfaces. Leave Project clean and ready for occupancy.

2. CLEANING DURING CONSTRUCTION

2.1 Perform cleaning operations daily to ensure that structures, grounds, and public property are maintained free from accumulations of waste materials and rubbish.

3. FINAL CLEANING

3.1 Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces of buildings and interior equipment and from other prominent above ground structures.

3.2 Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces.

3.3 Remove all scaffolding, planks, tools, rags, blast media, and all other materials not part of the structural or operating facilities of the tank. Thoroughly clean and wash the walls, floor, roof, and operating facilities by use of a high pressure water jet, sweeping, scrubbing, and other effective means. Flush out and otherwise remove all water, debris, and foreign materials accumulated during this cleaning operation. Thoroughly clean and flush out the bottom of the tank and piping.

3.4 After work under this Contract has been completed, remove all debris and leave site in pre-project condition.

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FOR

DIVISION 16

ELECTRICAL

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ELECTRICAL

SECTION 16A

GENERAL ELECTRICAL APPURTENANCES

1. GENERAL

1.1 Furnish and install the electrical work specified or indicated on the Contract Drawings. The specifications and drawings do not include every equipment and conduit detail but all devices and appurtenances necessary to fully complete the work, whether the details are particularly specified or not, shall be included.

1.2 Certain items of equipment and control, such as electric motors, solenoid valves, and similar items, are provided under other divisions of the specifications and shall be connected as a part of the work under this Division, unless otherwise indicated.

1.3 Horsepower ratings listed on the Contract Drawings for motors are approximate.

1.4 See Division 1 for other requirements relating to furnishing and installing the work required under this Division.

2. INCLUDED WORK

2.1 Concrete for equipment bases, conduit encasement, handholes, manholes and as otherwise required shall be in accordance with Division 3.

2.2 Excavation, backfill, and related work shall be in accordance with Division 2.

3. CODE COMPLIANCE

Electrical work shall comply with the ordinances and bylaws of the City, State, Federal, or other political subdivision having jurisdiction. In the absence of other more stringent authority, the work shall conform to the requirements of the National Electrical Code, edition in effect at project location.

4. STANDARDS

Where materials and methods are indicated to be in conformance with a standard specification, it shall refer to the latest edition of the specification including revisions. Listing of a standard specification without further explanation means that the material or method shall conform to the specification.

5. VERIFICATION OF CONTRACT DRAWINGS

5.1 The Contract Drawings indicate generally the locations of outlets, fixtures, equipment, conduit, and wiring, and the details necessary for a complete installation. To avoid interferences, changes may be required from the installation shown on the Contract Drawings. Obtain approval of the Engineer before making changes.

5.2 Do not install electrical work for any item of equipment specified under this or other divisions until shop drawings of the equipment, approved by the Engineer, are available.

6. SUBMITTALS

Submit shop drawings of equipment assembled off the site and project data on equipment or appliances included in the project, as specified in Section 1C.

7. CATALOG NUMBERS

Where manufacturer's catalog or figure numbers are given, supply the equipment represented by these numbers. If the manufacturer has revised the numbers since publication of this specification but still produces the item specified, furnish equipment or appurtenances identical to that originally represented by the catalog or figure numbers given. If a manufacturer has redesigned any of the products specified, furnish the improved model regardless of whether or not the item retains its original numbers.

8. MATERIALS AND EQUIPMENT

8.1 The sizes and capacities of electrical materials and equipment shall conform to the latest requirements of the NEC, NEMA, the prevailing State and Local electrical codes, and to the applicable rules and regulations of the electrical utility serving the project.

8.2 Material and equipment shall be the products of established and reputable manufacturers. They shall be new and of first-class construction and shall be guaranteed to perform the service required. Materials and equipment shall bear the label of approval of the UL when approval is available for the type of material or equipment.

8.3 Equipment used as service equipment shall be UL marked "Suitable For Use As Service Equipment."

8.4 Similar or identical material or equipment shall be the product of the same manufacturer or supplier to reduce maintenance expense.

9. INSTALLATION

Electrical work shall be installed in a neat and workman-like manner in accordance with the best practices of the trade. Unless otherwise indicated, materials and equipment shall be installed in accordance with the manufacturer's recommendations.

10. PROTECTION OF WORK

Protect electrical work fixtures, equipment, and appurtenances from damage during construction and until final acceptance of the completed project. Close conduit openings with plugs or caps during installation. Cover fixtures and equipment and protect against dirt, water, chemicals, or mechanical injury. Before final acceptance, clean fixtures and equipment and deliver to the Owner in perfect condition.

11. EQUIPMENT FOUNDATIONS

Equipment supported from the floor, except when it contains roll-out type equipment, shall be anchored to a 4-inch high concrete pad. After equipment is in place and aligned, grout the bases as specified in Division 3.

12. NAMEPLATES

12.1 Provide nameplates on electrical equipment and appurtenances located remote from, motor control centers, panel boards, control panels, and consoles.

12.2 Nameplates shall be laminated composition material consisting of an inner black layer and outer white layer with polished surfaces on both sides so that the engraved inscription will be black on a white background. Nameplates shall be not less than 3/32-inch thick with a 1/32-inch bevel on the front edges. Nameplates shall be 2 x 3/4-inch size or more, with 3/8-inch lettering. Inscriptions shall designate the item of equipment controlled, and circuit number.

12.3 Attach nameplates with brass or stainless-steel screws or other approved devices, but pressure type adhesives shall not be used. Where space is not available on the item for mounting the nameplate, install nearby where directed by the Engineer.

13. FINISH GRADE

References to finish grade in Division 16 or on the electrical drawings means the final grade outside the structure.

14. ELECTRIC SERVICE

14.1 Provide all equipment, wiring, and connections required for installation of a new electrical distribution system including service, feeders, panelboards, branch circuits, lighting, utility metering, generator, and connections to all equipment requiring electrical power.

14.2 Ascertain the items of equipment, wiring, and connections required for a complete and ready-to-operate electric power service and metering installation in compliance with the requirements of the electric utility serving the project.

14.3 Obtain from the electric utility approval of the electric service and metering before installation.

14.4 Middle Tennessee Electric (MTE) will provide 277/480-volt, 3-phase, 4-wire 60 Hz electrical power at the locations shown on the Contract Drawings.

14.5 Pay any charges made by the electric utility serving the project for relocation of existing overhead primary lines and/or for provision of new service and include the cost in the bid price.

15. TESTING

15.1 Before final acceptance, test the electrical work, material, and equipment provided under this Division. All testing shall be in conformance with International Electrical Testing Associations (NETA) Guidelines

15.2 Tests may be made progressively as parts of the work are completed or may be made when the work is complete, at the option of the Engineer. Before testing, check the work for proper connections and adjustments and place in satisfactory operating condition.

15.3 Adjust, repair, or replace improper or faulty connections materials, and equipment discovered during the tests.

15.4 Work Under Other Divisions

15.4.1 Before final acceptance, test the electrical material and equipment provided under other divisions and connected under this Division. This material and equipment shall be tested the same as that specified for the work under this Division.

15.4.2 If failure occurs because of the connecting or adjusting methods used, change, repair, or replace, as determined by the Engineer, the material or equipment which failed.

15.5 Work By Other Contractors

15.5.1 Before final acceptance, test the electrical material and equipment provided under other contracts and connected under this Contract. This material and equipment shall be tested the same as that specified for the work under this Contract.

15.5.2 The Contractor will not be responsible for the failure of material and equipment provided under other contracts unless failure is due to the connecting or adjusting methods used. If such is the case, change, repair, or replace, as determined by the Engineer, any material or equipment that has failed.

15.6 Tests Shall Include The Following:

15.6.1 Examine the rating of motor starter overload protective devices, motor circuit protectors, and motor nameplate full load running current, and determine whether the overloads are suitable for motor protection. Replace inadequate protective devices and set trips of motor circuit protectors before energizing motors.

15.6.2 Measure the line-to-line and line-to-neutral voltages at the load terminals of the main circuit breaker or switch or main incoming lugs of each piece of power generation and distribution equipment.

15.6.3 Measure the line-to-line and line-to-neutral voltages at the secondary terminals of transformers.

15.6.4 Set and adjust taps on transformers as required by the Engineer.

15.6.5 Measure the line currents of each phase of each motor under load.

15.6.6 Align and adjust fixtures for proper light distribution as requested by the Engineer. Check fixtures and ballasts for proper operation.

15.6.7 Set and adjust isolators, isolating switches, disconnecting devices, contactors, motor starters, control switches, relays, thermostats, pushbutton stations, adjustable trip circuit breakers, motor starting switches, electrodes and other switching and control devices for proper contacts and operation.

15.6.8 Check proper rotation, phase sequence and connections of busses, wires, cables, transformers, and motors.

15.6.9 Check control, alarm and signal connections associated with all equipment.

15.6.10 Test insulation resistance to determine serviceability of wires, busses, connections, splices, material, and equipment as follows

15.6.11 Where motors are furnished with multiple winding temperature detectors, one of the detectors shall be connected into the circuit for starting and testing purposes. After the motor has been under load conditions for two hours, the detector with highest temperature shall be included in the motor control circuits. The other winding temperature detectors shall be spare and shall be terminated in accordance with the motor manufacturer's recommendation.

15.7 Tests shall be made by a firm regularly engaged in the testing of electrical equipment. All quantitative measurements shall be recorded and compared with the test values listed in NETA ATS-2017 Acceptance Testing Specifications or, if available, manufacturer's recommendations. Any corrective actions taken shall be recorded along with final measurement values.

15.8 Notify the Engineer in writing when the work has been completed and tested, ready for operation. The Engineer may require additional tests before the facility is placed in operation. Perform the additional tests and make repairs and improvements of material, equipment, or work found by the Engineer to be defective or of not meeting the requirements of the specifications.

16. RECORD DRAWINGS

16.1 Alterations and additions to the electrical installation made during execution of the work shall be neatly and plainly marked with red pencil on a set of record drawings kept at the Contractor's field office.

16.2 When the work is complete, and before final payment, submit to the Engineer a complete set of record drawings.

16.3 Submit two sets of prints of the record drawings for approval. After approval, stamp each with "Record Drawing" and affix the signature of the supervising Engineer or electrician to each drawing.

17. DATA TO BE FILED WITH OWNER

17.1 Furnish the following data when testing is complete and before final acceptance of the work. The data shall be compiled in 8-1/2 x 11-inch hard cover booklets, arranged by buildings or areas where more than one building or area is involved, and filed with the Engineer in triplicate.

17.1.1 Nameplate data of each motor and equipment identification, a record of measured line currents under load for each motor, and location of the motor within the plant.

17.1.2 A list of the manufacturer's name and type, code number, or ampere rating of overload heaters for each motor starter and the trip settings of each motor circuit protector.

17.1.3 A list of the line-to-line and line-to-neutral voltages at the load terminals of the main circuit breaker, switch or main incoming lugs of each piece of power generation and distribution equipment.

17.1.4 A list of the line-to-line and line-to-neutral voltages at the secondary terminals of transformers.

17.1.5 Interconnection wiring, diagrams for the process, instrumentation, heating, and ventilating equipment connected under this Division. The diagrams shall show connections between motor starters, control panels, motors, devices, and other equipment and shall include identification of terminals, color coding, and numbering of interconnection wires.

ELECTRICAL

SECTION 16B

ELECTRICAL APPURTENANCES

1. GENERAL

1.1 Furnish and install the electrical appurtenances specified in this Section or shown on the Drawings required for the electrical work on this Contract.

1.2 Electrical work shall be as specified herein unless specifically indicated otherwise.

2. LIGHTING AND AUXILIARY SYSTEM

2.1 Fixtures

Lighting fixtures shall be in accordance with the schedules on the Drawings and shall include lamps. Fixtures shall be by manufacturers scheduled on Drawings or equal.

2.2 Toggle switches

Toggle switches shall conform to NEMA WD-1. They shall be brown, AC only, rated 20-amp, 120-277-volt, Hubbell #1221 (single pole), Hubbell #1223 (3-way), Hubbell #1224 (4-way).

2.3 Receptacles

Duplex convenience outlets shall conform to NEMA WD-1 and shall be 2-pole, 3-wire, brown, and rated 20-amp, 125-volt, Hubbell #5262. Other receptacles shall be as indicated in the schedules on the Drawings.

2.4 Plates

Wall plates for flush steel boxes shall be Type 302 stainless steel with satin finish, 0.035 inch thick.

2.5 Covers

Cast covers for toggle switches shall be Appleton No. FSK-IV, Crouse Hinds No. DS181, or equal. Cast covers for duplex convenience outlets shall be Appleton No. FSK-IVDR, Crouse Hinds No. WLRD-1, or equal. Cast covers for other receptacles shall have threaded caps attached to the covers with lengths of chain.

2.6 Surge Protection Device

Provide surge protection devices where indicated on Drawings. Protection devices shall be Advanced Protection Technologies HP Series or equal, at main distribution panel and Series 100 or equal at 120/208 Volt panels and shall be U.L. 1449 3rd Edition listed. Transient voltage surge suppressors shall have a minimum rating of 80,000 amps surge current per phase (8/20 microseconds current waveform).

3. ELECTRICAL RACEWAY SYSTEM

3.1 Unless otherwise specified or indicated, all conductors shall be installed in raceways.

3.2 Raceways

Rigid steel conduit shall be heavy-wall full mild steel conforming to ANSI C80.1. Outside surfaces, including threads and couplings, shall be hot dipped or electro galvanized or sherardized. Connections shall be threaded and hot galvanized after cutting.

3.3 Flexible Metallic Conduit

Flexible metal conduit shall be American Brass Co. Sealtite Type UA, International Metal Co. Liquidtite Type UA, or equal. Fittings shall be as recommended by the manufacturer. Connectors shall have nylon-insulated throats.

3.4 Non-metallic Conduit

Non-metallic conduit shall be PVC Schedule 40 conforming to UL651. Fittings shall be as recommended by the conduit manufacturer.

3.5 Conduit Fittings

3.5.1 Conduit couplings, elbows, and nipples shall conform to the Specifications for the conduit.

3.5.2 Locknuts, bushings, reducers, and similar conduit fittings shall be galvanized, or cadmium plated and shall conform to UL514.

3.5.3 Cast metal or malleable iron conduit fittings and outlet boxes shall be galvanized, or cadmium plated and shall conform to UL514. Aluminum used for cast metal fittings shall be copper free. Cast metal or malleable iron outlet boxes shall be at least 2-1/2 inches deep. Covers for fittings and outlet boxes shall be of the same material, designed to fit the box or fitting, and complete with gaskets.

3.5.4 Sheet metal outlet boxes shall be galvanized, or cadmium plated and shall conform to UL514. Sheet metal outlet boxes for lighting fixtures shall be not less than 4-inch octagon. Other sheet metal outlet boxes shall be not less than 4-inches square. Multiple-gang boxes shall be one-piece construction. Covers for exposed boxes shall be of the same material and shall fit the box.

3.6 Conduit Hubs

Conduit hubs not integral with a box or fitting shall be malleable iron or stainless steel with nylon-insulated throats. Hubs shall have positive grounding and shall be equipped with O-rings of neoprene for a watertight installation.

3.7 Junction and Pull Boxes

3.7.1 Junction boxes and pull boxes shall be cast metal or sheet steel as specified or indicated. Covers shall be of the same material and shall fit the boxes.

3.7.2 Cast metal boxes

3.7.2.1 Cast metal boxes shall be close grain grey iron or copper-free aluminum alloy, free from blowholes, shrinkage cracks, cold-shuts, blisters, or other defects. Warped or defective boxes will not be accepted.

3.7.2.2 Boxes and covers shall have machined joints. Drilling and tapping shall be accurate. Boxes shall be provided with clean cut, neoprene gaskets.

3.7.2.3 Cover screws shall be copper-silicon alloy for cast iron boxes and stainless steel for cast aluminum boxes.

3.7.2.4 Cast iron boxes shall be hot-dipped galvanized inside and outside. Surfaces shall be smooth before galvanizing.

3.7.3 Sheet Steel Boxes

3.7.3.1 Sheet steel boxes 100 cubic inches or less in size shall be not less than 14-gauge material; boxes 100 - 1,800 cubic inches shall be not less than 12-gauge; and boxes larger than 1,800 cubic inches shall be not less than 10-gauge.

3.7.3.2 Unless otherwise approved by Engineer, boxes 3 x 3 x 1-1/2 feet and larger in any dimension shall have a framework of structural steel members sized to provide a rigid and substantial box. The structural steel members shall be welded, bolted, or riveted together and to the sheet steel.

3.7.3.3 Boxes shall have removable covers of the same gauge steel as the boxes, or heavier if required to prevent bulging or warping.

3.7.3.4 Covers shall be attached with copper silicon screws. Covers heavier than 20 lbs. shall have two cast or pressed steel handles. Boxes and covers shall be hot-dipped galvanized inside and outside after fabrication.

3.8 Expansion Fittings

3.8.1 Expansion fittings for exposed conduit shall have external bonding jumpers for ground continuity and shall be O. Z. Electrical Mfg. Co. Type EX, Crouse-Hinds Type XJ, or equal.

3.8.2 Expansion fittings embedded in concrete shall be expansion deflection type consisting of molded neoprene sleeves with bonding jumpers passing through separate waterproof compartments and two silicon bronze couplings. They shall permit a 3/4-inch expansion and contraction and a 3/4-inch deflection without deformation.

3.9 Wall Seals

3.9.1 Wall seals shall have sealing assemblies on both sides of walls, and each body size shall accept several different size sealing assemblies.

3.9.2 Seal sleeves shall be PVC oversize for conduit sizes through 4 inches and steel for larger sizes. Castings shall be malleable iron with hot-dipped galvanized finish. Wall sleeves shall include a sealing ring between each seal body and the oversize sleeve and membrane clamp.

3.10 Raceway System Installation

3.10.1 The electrical installation shall consist of insulated conductors installed in metallic raceways. No raceway smaller than 3/4-inch shall be installed except where indicated.

3.10.2 Raceways shall be rigid galvanized steel conduit, except as noted herein.

3.10.3 Space and support raceways concealed in concrete so that they will not affect the structural strength or watertightness of the concrete. Place them in the approximate center of slabs, walls, and footings.

3.10.4 Raceways shall not be in contact with reinforcing steel. Support the raceways to maintain location and spacing during concreting operations, and if necessary, provide metal supports for this purpose.

3.10.5 Install exposed raceways in straight lines at right angles to or parallel with walls, beams, or columns, and group together as much as possible. Make changes in direction of exposed runs with symmetrical bends or cast metal conduit boxes.

3.10.6 Conduit runs shall have no more than the equivalent of three 1/4 bends (270 degrees total) between pull points. Raceway bends shall have a radius as long as possible. Short radius bends shall not be used unless approved by Engineer. Make field bends with approved hickeys or conduit bending machines.

3.10.7 If possible, raceways shall drain to the nearest box or fitting. If not possible, provide other means for draining entrapped water.

3.10.8 Provide wall seals for raceways passing through exterior walls of structures below grade, except at electrical manholes.

3.10.9 Provide rigid metallic sleeves where exposed raceways pass through floors, walls (except exterior walls below grade), and ceilings. Sleeves shall extend 3 inches above floors or ceilings and shall be flush with each side of walls. Pack the space between the outside of conduits and the inside of sleeves with oakum and grout or plaster of paris.

3.10.10 Raceways in the ground near piping, in conduit groups of (4) or more, or used as feeder conduits, shall be protected on all sides by concrete not less than 3 inches thick.

3.10.11 Make up threaded raceway joints with a conductive compound applied to male threads only to insure low- resistance ground continuity.

3.10.12 Concrete-tight split couplings may be used in raceways embedded in concrete instead of union type couplings. After installation and before concrete is poured, demonstrate to Engineer that the installation has low resistance.

3.10.13 Provide expansion fittings in raceways crossing expansion joints. Expansion locations are shown on the structural or architectural Drawings.

3.10.14 Running threads shall not be used.

3.10.15 Provide reducers as required to connect conduit to equipment.

3.10.16 Provide liquidtight flexible metal conduit not more than 3 feet long to connect motors, limit switches, solenoid valves, and other devices where vibration is possible or flexibility is desired. Fittings shall be approved for the purpose and, where required, shall include a method of terminating the bonding and grounding conductor, and a grounding conductor shall be installed in the raceway.

3.10.17 Provide conduit hubs to terminate conduits at cast metal or malleable iron boxes which do not have integral hubs and at steel enclosures or boxes located below grade floor elevation in structures.

3.10.18 Provide junction and pull boxes with covers where indicated. The size of junction and pull boxes shall be in accordance with the NEC, but larger boxes shall be provided where shown. Larger sizes or additional boxes than those shown or required may be installed to utilize standard sizes or to facilitate the installation.

3.10.19 Junction and pull boxes which receive conduit drainage shall have drainage openings in the bottom and vent openings in the bottom or sides. Install surface junction and pull boxes with a 1/2-inch clearance between the box and the surface. Spacers shall be 1 x 1/2 x 1/8-inch bar channels. Wood spacers shall not be installed.

3.10.20 The size of outlet boxes shall be in conformance with the NEC as a minimum.

3.10.21 Sheet metal boxes installed in masonry walls shall be square cornered tile type or standard boxes which do not have attached lighting fixtures.

3.10.22 Provide plates and covers on outlet boxes which do not have attached lighting fixtures.

3.10.23 Unless otherwise indicated, outlet, junction, and pull boxes less than 1,800 cubic inches shall be cast metal or malleable iron when installed:

Below grade floor elevation of structures, except fixture outlet boxes in ceilings.

Exposed less than 7 feet above the finished floor on floors above grade within a structure.

Exposed to the weather including those installed flush with the outside surface of exterior walls. These boxes shall be NEMA 4 unless noted otherwise.

3.10.24 Install only one device in a single-gang position. Flush boxes shall have trim, where required, to cover irregularities in masonry, concrete, and plaster.

3.10.25 Fasten raceways to sheet metal boxes, cabinets, panels, and similar devices with two locknuts where required by the NEC, where insulating bushings are used, or where bushings cannot be brought into firm contact with the boxes. Provide

bushings on the ends of raceways unless the conduit fittings are insulated throat type. Bushings shall be insulating type where required by the NEC.

3.10.26 Until conductors are pulled, the ends of raceways shall be plugged with tapered plugs or capped bushings. Clean raceways with a dry swab before pulling conductors. Clogged raceways shall be freed of obstructions or be replaced.

3.11 Raceway Supports

3.11.1 Support surface-mounted raceways using one-hole, cadmium plated, malleable iron clamps with clamp backs which provide clearance between the raceways and the mounting surface.

3.11.2 Support other raceways by trapeze, rings, or clevis hangers. Supports for raceways 2-inch and smaller shall be cadmium plated adjustable swivel ring hangers, and for larger raceways supports shall be galvanized adjustable clevis type hangers.

3.11.3 Trapeze hangers shall be structural channels, angle irons, or preformed channel shapes with raceways held in place by U-bolts, clips, or clamps. Hangers shall have edges ground and dressed and shall be hot-dipped galvanized after fabrication. Preformed channels shall be not less than 1-5/8 x 1-5/8 inches by 14-gauge, and field-cut edges shall have end caps.

3.11.4 Do not use chain, wire, or perforated strap hangers.

3.11.5 Do not support raceways from pipelines or other raceways.

3.11.6 Fastenings shall be wood screws to wood; toggle bolts to hollow masonry walls; expansion bolts to concrete or solid masonry walls; and machine screws, welded threaded studs, or spring tension clamps to steel. Threaded studs driven by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts, machine screws, or wood screws.

3.11.7 Expansion anchors shall be steel wedge type not less than 1/4-inch size. They shall extend at least 3 inches into concrete or masonry.

3.11.8 Power set fasteners shall be not less than 1/4-inch size and shall extend at least 1-1/4 inches into concrete.

3.11.9 Inserts in concrete and slabs to support raceways shall be provided under this Division. Inserts for individual hangers shall be galvanized malleable iron and shall include removable nuts held in place by V-type teeth on the inserts. Continuous slotted channel inserts shall be on the galvanized steel with integral anchors at 6-inch centers. Factory finished steel snap-on cover plates shall be provided on channel inserts between support attachments.

3.12 Underground Raceway Installation

3.12.1 Raceways installed underground and under ground floor slabs may be non-metallic turning up with rigid galvanized elbows. Conduits for 4-20mA signal conductors shall be in rigid galvanized or schedule 80 PVC.

3.12.2 Non-metallic raceways shall include ground conductors to maintain grounding continuity. The ground conductors shall be sized in accordance with the NEC. Ground conductors shall be bonded to the grounded portion of the raceway system at each end of non-metallic raceways.

3.12.3 Where duct bank abut walls of building and/or structures, provide steel reinforcing as required to tie duct bank and wall together to prevent duct bank settling which could result in shearing of conduits.

3.12.4 Seal underground raceways entering structures with duct seal or equivalent material at both ends.

4. ELECTRICAL WIRE AND CABLE

4.1 General

4.1.1 In this Specification and on the Drawings, the words wire, cable, and conductor are used interchangeably and shall mean insulated conductor as defined in the NEC.

4.1.2 Provide the wire and cable required to connect power, branch, control, and signal circuits as indicated and as specified.

4.1.3 Wire and cables shall be delivered in full reels and shall be protected against injury. UL approved tags showing the manufacturer's name and the type of insulation, size, and length of wire in each coil or reel shall be attached.

4.1.4 Conductors shall be copper wire. Conductors No. 8 and larger shall be stranded; smaller sizes shall be solid, except control wiring shall be stranded.

4.1.5 Insulation and outer covering, whether metallic or non-metallic, shall be designed for the conditions under which the wire or cable is used. Wires and cables for power, branch, and control circuits operating at 480 volts or less shall have 600-volt insulation, except for fixture wire and signal cable.

4.1.6 Wire smaller than No. 12 shall not be used unless shown.

4.1.7 Fixture wire shall be in compliance with the NEC.

4.1.8 600-volt cables shall be UL listed.

4.2 600-Volt Wire and Cable

4.2.1 All 600-volt wire and cable No. 8 size and larger shall be single-conductor copper with heat and moisture resistant thermoplastic insulation type THWN.

4.2.2 All 600-volt wire and cable smaller than No. 8 shall be single-conductor copper with heat and moisture resistant thermoplastic insulation, THWN.

4.3 Installation

4.3.1 Use lubricating compounds when pulling wires and cables into conduits. The compounds shall not be injurious to the conductors and shall not harden or

become adhesive. Provide slack in each wire run for contraction and expansion of the wires. Where several single conductor wires are trained through a box, manhole, or handhole, they shall be cabled together and supported. Do not bend wires so that insulation is injured.

4.3.2 Use cable grips or other devices to distribute the strain to the conductor, insulation, and jacket. Fish tapes, cable grips, and other devices used to pull wires shall have no sharp projections that will scratch or otherwise injure the interior of the raceway.

4.3.3 Control or instrumentation wiring shall not be run in the same conduit as 120, 208 or 480 volt branch circuit or feeder conductors.

4.4 Splices

4.4.1 Materials used for splices shall be compatible with conductors, insulations, and protective jackets. Splices shall insulate and protect the conductors as much as the insulation and protective jackets of the individual wires and cables. In manholes, handholes, and other locations where moisture may be present, the splices shall be waterproof and suitable for submersion.

4.4.2 Splices in signal cables shall be nylon, self-insulated, crimp type for individual conductors, with an overall covering of plastic tape, heat shrinkable plastic sleeve, or poured epoxy, installed in accordance with the manufacturer's directions.

4.4.3 Splices for 600-volt wires No. 8 and smaller shall be indenture compression or screw-on compression type connectors rated 600-volt, 75C. Sizes shall be as recommended by the manufacturer of the connectors for the number and size of wires connected. Insulators shall be heavy duty, non-rigid plastic which will not break or crack when installed with pliers or compression tools and shall have skirts long enough to prevent flash-overs and to protect excessively stripped wires.

4.4.4 Screw-on compression connectors shall be non-restricted, expandable, zinc-coated, steel springs capable of holding conductors under constant compression along at least half of the spring length after mechanical and thermal stresses have been applied and released. Springs shall be contained so that the wires will not cut through the ends of the connectors and insulation. Install connectors with tools designed for the purpose. Waterproof spring compression connectors with epoxy connector sealing packs of with an alternate method approved by Engineer.

4.4.5 Splices for 600-volt wires No. 6 and larger shall be made with compression type copper sleeves with conductivity equal to that of the conductors and insulated with plastic tape, heat-shrinkable plastic sleeve, or other material approved by Engineer, equivalent to the wire insulation.

4.4.6 Insulating tape for 600-volt wires and for signal cables shall be vinyl plastic conforming to UL539H.

4.5 Terminations

4.5.1 Provide terminal lugs on the ends of 600-V wires unless lugs are provided on the connected device, such as circuit breakers. Terminal lugs for wires No. 6 and smaller shall be solderless, compression type copper. Lugs for wires No. 4 and larger shall be color keyed, compression type copper, with insulating sealing collars. Sizes shall be as recommended by the manufacturer for the wire sizes terminated. Lugs used to connect wires to copper bus bars shall be 2-hole type for wires No. 4 and larger.

4.5.2 Terminal lugs which are fastened together, as on motors, transformers, and other apparatus, or when the space between studs is so small that the lugs can turn and touch each other, shall be insulated for a dielectric strength of 2-1/2 times the normal potential of the circuit.

4.6 Identification of Conductors

4.6.1 Feeder, branch circuit, grounded, and grounding conductors shall be color coded. Coordinate with Owner for preferred color coding, in no preference is indicated the following shall be used:

	120/240 Volts	277/480 Volts
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral	White	Gray
Ground	Green	Green with tracer

4.6.2 Provide permanent self-sticking wire markers on each 600-volt wire and each conductor in signal or communications cable installed under this Division. Install markers at each termination and in enclosures, such as junction, outlet, and pull boxes, and on each spliced wire.

5. GROUNDING

5.1 Grounding and bonding shall be in accordance with Article 250 of the NEC and as indicated on Drawings. Insulated green grounding conductor shall be provided in all power distribution conduits.

5.2 Grounding conductors shall be copper and shall have 600-volt insulation unless otherwise specified or indicated. Grounding conductor sizes shall be not less than required by the NEC and shall be larger where indicated.

5.3 Ground rod type made electrodes shall be copper weld type rods, not less than 5/8-inch diameter and 10 feet long.

5.4 Grounding connections shall be made to concrete reinforcing steel and shall be supplemented by bonding to driven ground rods, the metal underground water pipe system, to an effectively grounded metal building frame and to the interior metal cold water piping system. A water piping system shall not be used as the sole grounding electrode because it may be isolated or insulated.

5.5 Provide made electrodes outside of structures. Electrodes installed in multiple to form a grounding field shall be at least 20 feet apart. Install grounding conductors outside of structures 3 feet below grade. Connections to made electrodes or to building structure steel shall be thermite welded. Wrap thermite welded connections with 4 layers of electrical tape and overlap the conductor insulation at least 4 inches. Grounding conductor connections to piping systems, ductwork, or other equipment shall be made with grounding connectors and shall be accessible for inspection and maintenance. Metal conduits carrying grounding conductors shall be bonded to the conductors.

5.6 Provide a minimum of 20-feet of either bare copper #4 wire or 1/2" conductive steel reinforcing steel encased within concrete footing and connected as part of grounding electrode system per NEC 250-81(C).

5.8 Before grounding systems are placed in regular service, measure the resistance to ground of each made electrode. Make the measurements in the presence of Engineer and submit copies of the results. If the resistance to ground of any made or building grounding electrode exceeds 10 ohms, install additional made electrodes as required to reduce the resistance to less than 10 ohms.

6. ELECTRICAL CONTROL EQUIPMENT

6.1 Safety Switches

6.1.1 Safety switches shall conform to UL98 and shall be heavy duty type, 600-volt, 3-phase, unless otherwise indicated. Class RK-5, dual element, time delay, fuses (Bussman Fusetrons) shall be provided in fused switches. Provide rejection kits in each safety switch which reject all type fuses except Class R.

6.1.2 Safety switches shall be installed in enclosures with external operating handles equipped for locking in the "off" position and with cover interlocks so that the door cannot be opened when the switch is on.

6.1.3 Enclosures for safety switches exposed to the weather shall be NEMA 4, cast or stainless steel. Other switches shall have NEMA 12 enclosures.

6.1.4 Safety switches shall be Square D, Siemens, Cutler-Hammer/ Westinghouse, General Electric, or equal and shall be UL listed.

6.1.5 Provide equipment ground lug in each safety switch.

6.1.6 Provide engraved nameplate on each safety switch.

6.2 Circuit Protective Devices

6.2.1 Circuit protective devices shall have number of poles and voltage rating as required and as shown on the Drawings.

6.2.2 Circuit protective devices for feeder and branch circuit conductors shall be manually-operated, molded case, thermal-magnetic, circuit breakers with trip ratings as shown. Circuit breakers shall be common trip and have single operating handles of molded insulating material with indicators showing "On," "Tripped." and "Off" positions. Circuit breakers shall not be smaller than 100-

amp frame and shall have interchangeable trip units when larger than 225-amp frame.

6.2.2.1 Circuit breakers shall have a UL listed interrupting rating at voltage shown on Drawings.

6.2.3 Individually mounted circuit protective devices shall be installed in enclosures with external operating handles with provisions for locking in the "off" position and cover interlocks so that the door cannot be opened when the circuit protective device is on. Enclosures exposed to the weather shall be NEMA 4, cast or stainless steel. Flush mounted enclosures shall be NEMA 1B. Other enclosures shall be NEMA 12.

6.2.4 Circuit protective devices shall be Square D, Siemens, General Electric, Cutler-Hammer/Westinghouse or equal.

6.4 Manual Motor Starting Switches

Manual motor starting switches with melting alloy type thermal overload protection shall be provided for single- phase motors when integral overload protection is not provided with the motor. Enclosures for switches exposed to the weather, including those installed flush with the outside surface of exterior walls, shall be NEMA 4 stainless steel. Other enclosures shall be NEMA 12.

6.5 Control Stations

6.5.1 Control station pushbuttons, selector switches, indicating lights, and other devices shall be heavy duty, oil-tight type. Enclosures for control stations exposed to the weather, including those installed flush with the outside surface of exterior walls, shall be NEMA 4 stainless steel. Other enclosures shall be NEMA 12.

6.5.2 Indicating lights shall have built-in transformers and 6-volt, miniature, bayonet base incandescent lamps, and shall be push-to-test type. Lenses for motor running lights shall be green and for other functions as indicated or selected by Engineer. Pushbutton colors shall be red for stop, black for start, and as selected by Engineer for other functions. Legend plates shall be provided on oil-tight units. Contact blocks shall contain not less than one SPDT contact.

7. ELECTRICAL DISTRIBUTION EQUIPMENT

7.1 Panelboards

7.1.1 Panelboards shall conform to UL67, Type 1, Class 1 and shall be factory-assembled, dead front type with copper bus, lugs, finish trim and bolt-on, thermal- magnetic molded case circuit breakers of frame and trip ratings shown on Drawings. Panelboards shall utilize bolt-on breakers with a minimum cabinet width of 20 inches. Provide NEMA 12 enclosures.

7.1.2 Circuit breakers shall conform to UL 489.

7.1.3 Provide multi-terminal ground bus in each panel.

7.1.4 For each panelboard, provide typewritten directory card listing location and circuit controlled. Insert with plastic cover into directory frame on door. Provide lamicoid black nameplates with 3/8" letters (white) for each branch circuit in distribution panels and for lighting and distribution panels indicating panel I.D. secured to cover using two sheet metal screws.

7.1.5 Panelboards shall be as indicated on the Drawings as manufactured by Square D, Siemens, General Electric, or Cutler-Hammer/ Westinghouse.

7.1.6 Provide single door with spring loaded lock. Key panel locks alike.

ELECTRICAL

SECTION 16C

DRY TYPE TRANSFORMERS

1. GENERAL

1.1 Furnish and install the dry type transformers at locations as shown on the Contract Drawings and as specified herein.

2. QUALITY ASSURANCE

2.1 Comply with applicable portions of NEMA Standard Publication No. ST 20-2014 pertaining to dry-type transformers.

3. SUBMITTALS

3.1 Submit manufacturer's data including rated KVA, frequency, primary and secondary voltages, percent taps, impedance, efficiency, average temperature rise above 40 degrees C ambient, and sound level in decibels.

4. PRODUCTS

4.1 Provide products of one of the following:

1. Cutler Hammer
2. General Electric
3. Hevi-Duty Electric
4. Sorgel Electric

5. GENERAL DESCRIPTION

5.1 Provide factory-assembled, general-purpose, air-cooled, dry-type distribution transformers of rated capacities indicated, 60 hertz, 10 kV BIL. Primary winding shall have two 2-1/2 % taps above and below rated voltage.

5.2 Unless indicated otherwise on drawings, voltage ratio shall be 480 volts delta to 208/120 volts wye.

5.3 Transformer surface temperature rise shall be limited to a maximum of 65 degrees C. Terminal compartment temperature shall be limited to 75 degrees C when transformer is operating continuously at rated load with ambient temperature of 40 degrees C. Sound level ratings shall not exceed 45 dB.

5.4 Transformers shall be provided with fully enclosed sheet steel enclosures that are electrically grounded to transformer enclosure by means of flexible grounding strap.

5.5 Provide transformers with 150 degrees C rise insulation system and suitable for mounting on floor or suspending from structure.

6. INSTALLATION

6.1 Install units on external vibration isolation supports complying with manufacturer's installation instructions.

6.2 Where indicated on drawings, transformers shall be installed in motor control centers.

7. GROUNDING

7.1 Provide equipment-grounding connections for power distribution transformers.

7.2 Ground neutral on secondary side of each delta-wye connected transformer to building steel and metal cold water pipe.

8. TESTING

8.1 Upon completion of installation of transformers, energize primary circuitry at rated voltage and frequency from normal power source and test transformers. Test shall include output voltage and audible sound levels. Correct or replace malfunctioning units and retest.

ELECTRICAL

SECTION 16D

VARIABLE FREQUENCY DRIVE CONTROLLERS

1. GENERAL

1.1 Furnish and install the variable frequency drive controllers at locations as shown on the Contract Drawings and as specified herein.

1.2 The manufacturer of the variable frequency drive shall be a certified ISO 9001 facility.

1.3 The drive and all associated optional equipment shall be UL listed according to the Power Conversion Equipment UL 508C. A UL label shall be attached inside each enclosure.

1.4 The drive shall be designed, constructed, and tested in accordance with NEMA, NECX, VDE, IED standards and CSA certified.

1.5 Each drive shall be tested with a 100 percent loaded motor in an environmental chamber at 104 degrees C. All door mounted pilot devices shall be tested and the drive shall be submitted to a hi-pot test. Documentation of the success of these tests shall be provided upon request of Engineer or Owner.

2. SUBMITTALS

2.1 Submit manufacturer's data on variable frequency drive controllers including power and control wiring diagrams, dimensioned enclosure drawings, voltage and current ratings, and horsepower ratings.

2.2 Submit maintenance and operation manuals with recommended replacement parts lists.

3. PRODUCTS

3.1 Subject to compliance with requirements, provide variable frequency drive controllers ACQ580-01-065A-4 as manufactured by ABB or engineer approved equal.

4. GENERAL DESCRIPTION

4.1 The variable frequency drive controller shall convert the input AC power to adjustable frequency and voltage. Control technique shall be by pulse width modulation.

4.2 The input power section shall use a full wave bridge rectifier and shall be insensitive to AC line phase rotation.

4.3 The output power section shall use insulated gate bipolar transistors or intelligent power diodes as required by the characteristics of the motor.

4.4 The variable frequency drive shall be suitable for the operation of the sizes and types of motors as indicated on the drawings.

4.5 The variable frequency drive shall include a mechanically and electrically interlocked isolation and bypass contactors complete with Class 20 thermal overload relay, circuit breaker disconnect, control circuit transformer, AFC/OFF/BYPASS switch and TEST/NORMAL selector switch.

4.6 The variable frequency drive shall be capable of accepting signals from a SCADA system.

5. CONSTRUCTION

5.1 The variable frequency drive shall be provided with an external operated, lockable disconnect switch.

5.2 The variable frequency drive shall be in a self-contained UL (NEMA) Type 1 enclosure for independent wall mounting.

6. RATINGS

6.1 The variable frequency drive shall operate in a pollution Degree 3 environment with a temperature range of 0 to 40 degrees C and a relative humidity of 95 percent, non-condensing.

6.2 The input voltage shall be as indicated on drawings, plus or minus 15 percent, at 47.5 to 63 Hertz.

6.3 The drive efficiency shall be not less than 96 percent at full speed and load.

6.4 The drive shall be listed for use at an available fault current of 65,000 amps symmetrical, or greater if so indicated on drawings.

7. PROTECTION

7.1 Upon power-up the drive shall automatically test for valid operation of memory, option module, loss of analog reference input, loss of communication, dynamic brake failure, DC-to-DC power supply, control power, and the precharge circuit.

7.2 The variable frequency drive shall be fully protected against transient voltages with integral transient voltage surge suppressors.

8. EXECUTION

8.1 The variable frequency drive manufacturer shall field test, adjust, and certify all drives for satisfactory operation.

8.2 Coordinate with all equipment control diagrams and approved vendor drawings to insure that all control and pilot devices are present and operational.

8.3 Verify that motor to be driven is NEMA MG1 Part 31 compliant. Provide integral line reactors if the motor is not compliant.

8.4 All variable frequency drives shall be tested and initially energized by a manufacturer's representative for proper operation within the requirements as defined by control drawings and approved vendor drawings of associated equipment.

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DIVISION 22

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PUMPS AND DRIVES

SECTION 22A

GENERAL PUMP REQUIREMENTS

1. GENERAL

1.1 Furnish and install the pumps, drives and related accessories required for this project, unless specified under other sections.

1.2 See Section 1E for other requirements relating to furnishing and installing equipment items.

1.3 To reduce maintenance expense, pumps of the same type shall be supplied by the same manufacturer insofar as possible.

2. TESTS

2.1 Furnish six copies of certified curves, based on pumping clear water, showing the capacity, efficiency and brake horsepower for each pump furnished, and for maximum and minimum speeds where applicable. Curves shall be derived from shop tests performed by the manufacturer in accordance with the standards of the hydraulic institute.

2.2 After installation, conduct field tests to demonstrate that capacities and operating characteristics specified are developed.

2.3 Each motor shall be given a routine test at the factory to assure conformance to design standards and limits, and freedom from mechanical and electrical defects.

3. SUBMITTALS

3.1 Shop drawings shall be submitted in accordance with Section 1C.

3.2 Shop drawings shall include details and assembly plans, including parts lists and complete material specifications for each type and size of pump furnished.

3.3 Shop drawings for motors submitted for approval shall include the following motor data:

1. Pump Performance Curves.
2. Pump Outline Drawing.
3. Station Drawing for Accessories.
4. Electrical Motor Data.
5. Typical Installation Guides.
6. Technical Manuals and Parts List.
8. Printed Warranty.
9. Management system certificate ISO 9001.
10. Manufacturer's Equipment Storage Recommendations.
11. Manufacturer's Standard Recommended Start-Up Report Form.

4. NAMEPLATES

4.1 Brass or stainless steel nameplates shall be attached to each pump stamped with the manufacturer's name, capacity, head in feet, rpm, and identification number.

7. MOTORS

7.1 Pump motors shall be non-overloading throughout its entire performance curve, from shut-off to run-out.

8. PUMP SCHEDULE

8.1 The pumps to be provided under this Division shall be as follows:

1. Raw Sewage Pumps

Type – Centrifugal Submersible
Quantity – Two (2)
Operating Condition – 510 gpm @ 167 ft. TDH @ 50.0% hydraulic efficiency
Motor - 45 HP, 480V
Representative Model No. – Flygt NP 3202-467 imp

PUMPS AND DRIVES

SECTION 22B

SUBMERSIBLE PUMPS

1. GENERAL

1.1 Furnish and install submersible pumps as indicated on the drawings. The contractor shall supply and install three (3) submersible sewage pumps with discharge connections, discharge pipes, guide bars, cable holder lifting chains. Each pump shall be heavy-duty non-clog submersible furnished with hypalon-jacketed type SPC cable P-MSHA approved and sized according to N.E.C. and ICEA Standards. The submersible pumps shall have a semi open multi vane self-cleaning impeller designed to transport wastewater with fibrous materials like wet wipes.

Each pump shall be capable to lift 510 US gpm at a total dynamic head of 167 feet. The hydraulic efficiency in this duty point shall be not less than 50% and approved according HI 11.6:2012 Grade 2B. The hydraulic of the pump shall be capable of handling raw domestic wastewater and storm water with fibrous materials like wet wipes.

1.2 See Section 1F for other requirements relating to furnishing and installing equipment items.

1.3 Submit shop drawings and equipment data as specified in Section 1C.

1.4 All components described in this section shall be supplied by the pump manufacturer.

1.5 Pumps shall be as manufactured by Xylem Flygt Corporation, or approved equal.

1.6 The pump shall be capable to operate without any limitation between 50% and 125% of the Best efficiency point (B.E.P) of the performance curve.

1.7 The required shaft power (P2) in the guaranteed duty point shall be less than 45 HP. A performance chart shall be provided upon request showing curves for torque, current, power factor, input/output HP and efficiency. This chart shall also include data on starting and no-load characteristics.

2. PUMP

2.1 The pump shall be supplied with a mating cast iron 6-inch discharge connection with performance as noted in Section 22A. The pump(s) shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection. There shall be no need for personnel to enter the wet-well. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable. No portion of the pump shall bear directly on the sump floor. Pump shall be fitted with a wide bale lifting handle suitable for grapple snagging from an overhead hoist and lifting hook. A 304 stainless steel lifting chain shall be provided with working capacity 1.5 x the pump weight.

2.2 Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be of stainless steel construction. All metal surfaces coming into contact with the sewage, other than stainless steel or brass, shall be protected by a factory applied spray coating

of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

2.3 Sealing design shall incorporate metal-to-metal contact between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or Viton rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

2.4 Each unit shall be provided with an integral motor cooling system. A stainless steel motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C). Operational restrictions at temperatures below 104°F are not acceptable. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.

2.5 The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter. The grommets shall be compressed by the cable entry unit, thus providing a strain relief function. The assembly shall provide ease of changing the cable when necessary using the same entry seal. The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered equal.

2.6 The pump shaft shall rotate on two bearings. Motor bearings shall be permanently grease lubricated and have a nominal L10 lifetime of 50.000 hours. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be a two-row angular contact bearing to compensate for axial thrust and radial forces. Single row lower bearings are not acceptable. The upper bearing shall be insulated for VFD operation.

2.7 Each pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring. The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion resistant tungsten-carbide ring. The upper secondary seal, located between the seal chamber and the seal inspection chamber, shall contain one stationary and one positively driven rotating corrosion resistant tungsten-carbide seal ring. All seal rings shall be individual solid sintered rings. Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable. Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable. The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting

their performance. Any leakage passing the sealing shall not pass the bearings. Before it reaches the bearings the liquid shall create an alarm via the floating leakage sensor.

2.8 Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion. The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication. Seal lubricant shall be non-hazardous.

2.9 Where a seal cavity is present in the seal chamber, the area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.

2.10 A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing. The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity.

2.11 The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable. The shaft shall be stainless steel – ASTM A479 S43100-T. Shaft sleeves will not be acceptable.

2.12 The impeller shall be of (ASTM A 532 (Alloy III A) , 25% chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The leading edges of the impeller shall be hardened to Rc 60 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater. The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer. The impeller blades shall be self-cleaning upon each rotation as they pass across a sharp relief groove in the Insert ring and shall keep the impeller blades clear of debris. The clearance between the insert ring and the impeller leading edges shall be adjustable. The impeller shall be mounted on the motor shaft. Couplings shall not be accepted.

2.13 The pump volute shall be a single piece gray cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have a replaceable volute insert ring containing spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide the relief path and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The internal volute bottom shall provide effective sealing between the multi-vane semi-open impeller and the volute. The insert ring shall be cast of (ASTM A-48 Class 35B cast iron or ASTM A 532 (Alloy III A), 25% chrome cast iron).

3. MOTOR

3.1 Each pump shall be equipped with a minimum 45 HP submersible electric motor, capable to operate on a 460 volt, 3 phases, 60 hertz voltage supply. The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with

moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable. The motor shall be designed for continuous duty while handling pumped media of up to 104°F. Each pump shall be fitted with minimum of 35 feet of stainless steel lifting chain or lifting cable. The working load of the lifting system shall be 50% greater than the pump unit weight.

3.2 The motor shall be capable of no less than 30 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of aluminum. Three thermal switches shall be embedded in the stator end coils, one per phase winding, connected in series, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel. Should the thermal switches open, the motor shall stop and activate an alarm. The stator windings shall be insulated with moisture resistant Class H insulation rated for 356°F. It shall be possible to lift and lower the pumps on parallel guide bars and connect them to wet well mounted discharge connection. There shall be no need for personal to enter the wet well when removing or reinstalling the pumps.

The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit. The Mini CAS unit shall be designed to be mounted in the pump control panel.

3.3 The junction chamber containing the terminal board shall be hermetically sealed from the motor by an elastomeric compression seal. Connection between the cable conductors and stator leads shall be made with threaded compression type binding posts permanently affixed to a terminal board. The motor and the pump shall be produced by the same manufacturer.

3.4 The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%. The motor shall be designed for continuous operation in up to a 40°C. ambient and shall have a NEMA Class B maximum operating temperature rise of 80° C. A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.

3.5 Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

3.6 The motor shall be protected by following sensors:

- 3 bi-metal Thermal switches for thermal control of the stator
- 1 PT 100 thermal sensor (RTD) to monitor the stator temperature of 1 Winding
- 1 PT 100 thermal sensor (RTD) to monitor the temperature of the main bearing
- 1 Vibration sensor to monitor vibration on 3 axes from 10 – 600 Hz.

- 1 float switch in leakage chamber to monitor leakage in the leakage chamber.
- 1 float switch in the terminal connection housing to monitor any leakage thru the cables and the cable entries.

3.7 The pump shall be supplied with a Pump electronic module (PEM) mounted inside the motor. The PEM shall collect, store and digitize all measurement from all sensors and shall communicate the data in a digital format via 2 control leads integral to the pump power cable to a Base unit mounted in a pump control cabinet to the Central control unit. The signals from the sensors shall be digital and transferred by just 2 leads within the motor cable. An additional pilot cable shall not be allowed. The PEM shall have information about the pump as well as features for startup and service support, such as:

- Pump serial number and other data plate information.
- Specific configuration of monitoring functions for the actual pump such as alarm limits, delays, reset types, etc.
- Counters by which the system can generate service reminders in accordance with the service policy specified in the pump manual.
- Operating data and alarm history to analyze the condition of the pump and enable troubleshooting and reporting.
- Accumulated running time and number of starts.
- Pump duty rate (percentage of operation).

3.8 All castings must be blasted before coating. All wet surfaces are to be coated with two-pack oxyrane ester Duasolid 50. The total layer thickness should be at least 120 microns. Zink dust primer shall not be used.

3.9 The motor shall be equipped with 32 feet of screened cable suitable for submersible pump applications. The power cable shall be sized according to NEC and ICEA. The outer jacket of the cable shall be oil resistant chlorinated polyethylene rubber. The cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet.

4. SPARE PARTS---No Spare Parts are to be furnished.

5. PUMP TESTS

5.1 After installation, a pump station start-up shall be performed by the installing contractor under the supervision of the manufacture's authorized representative. 8 hours of field service shall be provided by an authorized, factory trained representative of the pump manufacturer. Services shall include, but not be limited to, inspection of the completed pump station installation to ensure that it has been performed in accordance with the manufacturer's instructions and recommendations, supervision of all field-testing and activation of the Pump Manufacturer's Warranty. The test shall demonstrate to the satisfaction of the Owner that the equipment meets all specified performance criteria, is properly installed and anchored, and operates smoothly without exceeding the full load amperage rating of the motor. The Contractor shall be responsible for coordinating the required field services with the Pump Manufacturer. Each completed and assembled

pump/motor unit shall undergo the following factory tests at the manufacturer's plant prior to shipment. The Manufacturer shall provide on demand a copy of his quality control plan for these tests and an ISO 9001 factory certificate:

a. Minimum 3-point hydraulic performance test
b. No-Leak seal integrity test
c. Electrical integrity test

5.2 The pump manufacturer shall perform the following inspections and tests on each pump before shipment from factory:

1. Impeller, motor rating and electrical connections shall first be checked for compliance to the customer's purchase order.
2. A motor and cable insulation test for moisture content or insulation defects shall be made.
3. Prior to submergence, the pump shall be run dry to establish correct rotation and mechanical integrity.
4. The pump shall be run submerged in water to minimum of six (6) feet.
5. After operational test No. 4, the insulation test (No. 2) is to be performed again.

5.3 A written report stating the foregoing steps have been done shall be supplied with each pump at the time of shipment.

All tests shall be performed in the presence of a duly authorized representative of the Owner. If the presence is waived, certified results shall be provided by the Contractor. Written notice of all tests shall be given two weeks in advance.

5.4 All test equipment shall be provided by the Contractor.

5.5 Training shall be a minimum of four (4) hours and cover the complete Pumping System and related controls. Instruction material shall be provided for four (4) trainees.

PUMPS AND DRIVES

SECTION 22C

PUMP CONTROLS

1. GENERAL

1.1 Furnish and install a Microprocessor based, intelligent pump controller with pre-configured pump control logic and fault handling.

1.2 See Section 1F for other requirements relating to furnishing and installing equipment items.

1.3 Submit shop drawings and equipment data as specified in Section 1C.

1.4 Electrical work shall be in accordance with Section 16.

1.5 The Pump Control Equipment shall be built to incorporate the Xylem MultiTrode MultiSmart or approved equal.

2. PUMP CONTROLLER

2.1 The pump controller shall provide user ready automatic control of pumps with an intuitive HMI interface. The pump controller shall contain pre-designed operational parameters that are selected and configured via the user interface (HMI). The minimum features available in the pump controller shall include:

The pump manufacturer shall supply a Control system deigned to monitor and control his pumps. The Monitoring system shall be mounted in the cabinet and contain per pump 1 Base unit acting as a gateway between the Pump and the Central Monitoring and a Central Control Unit (CU). The CU shall be able to control up to 10 Pumps.

Each pump shall be connected by just 2 controls leads to the base unit (BU). The control leads shall be part of the Motor cable. An additional Pilot cable shall not be allowed.

The Base Unit (BU) shall be able to stop the pump if required via an interlocking relay and it shall provide connections for optional measuring modules such as a power meter and other I/O modules.

The central unit (CU) shall be provided for external access and information exchange with the monitoring system via one single point. The user should be able to connect to the CU via an RJ45 jack to Local PC point to point and Local area network.

A local operator panel shall be possible to connect to the CU via a separate RJ45 socket.

The CU shall have a functionality based on embedded web pages that can be used through a PC or operator panel that allows:

- A graphical user interface for configuration and analysis via computer and HMI
- Pump status overview
- Alarm management
- Analysis through trend graphs and histograms.
- External communication with any SCADA via Modbus RTU or Modbus TCP

The CU shall contain the same pump data and logged data stored in each pump electronic module for quick access and redundancy.

The Cabinet shall be equipped with HMI Touch panel for access and interaction with the Monitoring and Control system. The panel should be at least 15 inches in size and able to show color.

When a pump related alarm is generated, the system shall support the user in the form of:

- Measurement data linked to the specific alarm item for analysis.
- Text information about possible root cause errors.
- Remedial actions.

2.1.1 Pump control of up to 6 pumps, including pump grouping and alternation.

2.1.2 Intelligent Hand-Off-Auto Control:

1. Hand mode (semi-automatic, non-maintained manual mode), the pump switches off at the deactivation set point and then resets to Auto mode for the next pump run cycle.
2. Hand mode (fully manual, maintained mode). To pump beyond the off (deactivation) set point, the Hand-Off-Auto button must be held down by the user for failsafe control.

2.1.3 Level set point adjustment for pump activation, deactivation and station level alarms..

2.1.4 Level device input capability shall include: 4-20mA analog signal, conductive probe or floats.

2.1.5 Redundant level device input capability with automatic input fault control (input device switching).

2.1.6 Selectable charge (fill) or discharge (empty) modes.

2.1.7 Station optimization including:

1. Maximum pumps to run
2. Maximum starts per hour
3. Maximum pump run time
4. Pump maintenance run function
5. Blocked pump detection
6. Well mixer control capability
7. Well clean out control capability
8. High inflow mitigation
9. Function to minimize buildup of fat or grease deposits

2.1.8 "Locked level" alarm function to indicate a level device fault.

1. User-defined % change within a specified time period
2. Different set point values for low use or high use time periods (user defined)

2.1.9 Pump alternation modes:

1. Standard alternation of pumps
2. Fixed sequence pump control
3. User defined alternation using a (N:1) or (N:M) ratio
4. Alternation based on the most efficient pump
5. Alternation by the number of hours run
6. Alternation by the number of starts within a specified time period

2.1.10 Pump decommissioning:

1. Decommissioned pump is automatically removed from the pump controller.
2. Internal remote monitoring data tag shall flag the decommissioned status of a pump

2.1.11 Up to (6) unique user defined profiles of set points shall be available to control pumps during specific site conditions or events. Features shall include:

1. Automatic profile change based on date and time
2. Profile selection option from SCADA (remote control), digital input, logic tag or local display HMI

2.1.12 Datalogger for user-defined faults and events:

1. 50,000 events to internal flash memory
2. 10,000,000 events by writing directly to an SD card or USB
3. FTP data transfer or download data capability of event and fault logs in the form of a (csv) file for Microsoft Excel analysis

2.1.13 3-phase supply voltage monitoring and supply fault management for the following conditions:

1. Under-voltage
2. Over-voltage
3. Phase fail
4. Phase rotation

2.1.14 Monitoring of dc power supply, battery voltage, and internal controller temperature

2.1.15 Energy, power and pump efficiency monitoring:

1. kW, kVA, power factor, kWHr, KVAH calculation for each pump
2. Pump efficiency calculation (gallons per KWHr) for each pump
3. Power supply data (voltage, frequency and phase angle information)

2.1.16 Motor protection features:

1. 3-phase current monitoring for each pump
2. Over current fault detection
3. Under current fault detection
4. Ground fault detection
5. Current phase imbalance fault
6. Motor insulation resistance failure detection

2.1.17 Flow measurement: Calculated flow via liquid level draw down data

1. Calculated flow by liquid level draw down method
2. Flow monitoring by inputs from a flow meter (analog input and pulsed signal input)
3. Flow alarms for pump(s) and total station flow

2.1.18 VFD speed control capability.

2.1.19 Fault module capability as follows:

1. Pump hold out function
2. Automatic restart function after fault condition is no longer present
3. Manual reset of fault required (if user intervention of fault reset is selected)

2.1.20 Remote control via remote telemetry monitoring to include the following:

1. Changing the mode of pumps (hand/off/auto)
2. Reset of pump faults and station faults
3. Changing pump and alarm setpoints
4. Changing operational profiles

2.1.21 Security

1. User defined password management for access to programming areas in the controller
2. Automatic data logging of personnel who have entered the programming areas
3. Automatic logging of all unsuccessful login attempts with a date and time stamp
4. Digital input option for controlled access to programming areas

2.1.22 SD/USB ports shall be available for the following operations:

1. Firmware upgrades
2. Save and load pump controller configuration
3. Download data logs
4. Export or import Modbus and DNP3 points list

3. ADVANCED PROGRAMMING FUNCTIONS

3.1 The pump controller shall have the option of interfacing with IEC61131-3 and IEC61499 compliant PLC programming languages to enhance functionality or interact with the pump controller.

3.2 The pump controller shall have the option of using a simple logic engine to enhance functionality or interact with the pump controller.

4. INPUT/OUTPUT CHARACTERISTICS

4.1 The pump controller inputs and outputs shall be modular and shall be expandable.

4.2 Available I/O types shall include:

A. Digital inputs (voltage free input), also configurable as counters

B. Digital outputs (240V, 5A resistive)

C. Analog inputs (10bit)

D. Analog outputs (10bit)

4.3 User defined digital inputs

Digital Inputs shall be configurable based on specific pump sensor arrangements:

A. Seal sensor (conductive)

B. PTC Thermistor

C. Flygt FLS & CLS

D. Conductive probe (for liquid level sensing)

4.4 Dedicated pump monitoring inputs

The pump controller shall provide support for the following pump monitoring inputs:

A. Insulation resistance test (IRT) with user selectable test voltage up to 1000VDC

B. 3-phase current monitoring, derived from external current transformer devices with a 0.5% input resolution tolerance

C. 3-phase supply voltage monitoring at 0.5% input resolution tolerance. Up to 630VAC maximum voltage (phase to phase).

4.5 Pressure Transducer Support

The pump controller shall have an internal atmospheric pressure sensor to allow for atmospheric pressure sensing and signal correction when used in conjunction with the pressure transducer level sensing device.

5. USER INTERFACE

The pump controller shall include a graphical user interface (HMI) display for configuration settings, control operations, and advanced programming. The following display characteristics shall be provided:

5.1 Status indication

The following parameters shall be displayed on the main screen:

A. Liquid level in percentage, meters, feet or other custom defined units

B. Set points for pump control and alarms

C. Pump status (running or stopped)

D. Pump availability

E. Pump fault indication

F. 3-phase voltage supply values

G. Date and time indication

H. User configurable options to display pump information and station status

5.2 Information screens

The following parameters shall be available via a user key press from the main screen:

A. Hours Run accumulators for each pump and the pump station with the following information:

1. minutes run for last pump cycle

2. total minutes (hourly)

3. total hours today, total hours yesterday
4. total hours this week, total hours last week
5. total accumulated hours

B. Pump Start accumulators for each pump & the station with the following comparisons
1. pump starts this hour, pump starts last hour
2. pump starts today, pump starts yesterday
3. pump starts this week, pump starts last week
4. total accumulated pump starts

C. Flow values
1. station inflow rate
2. pump flow rate
3. total station volume
4. overflow data (including overflow start time, duration, estimated volume)

D. Power and Efficiency
1. pump efficiency in gallons or litres per KWHr - or KVAh
2. power in kW, KVA
3. power factor
4. energy accumulators per pump in KWHr and KVAH

E. Insulation resistance value for each pump motor in (Ohms)

F. I/O Status
1. Digital I/O status and accumulated values
2. Analog I/O status and values in (mA) or scaled values
3. 3-phase voltage, current, frequency, phase angle, power factor

G. Database viewer to review all statistics, data information and available tags in real time

H. Communications information and statistics

5.3 Control Functions

The pump controller display interface shall be capable of performing the following control operations:

A. Pump control mode for each pump (Hand-Off-Auto)

B. Pump fault reset

C. Level alarm reset

5.4 Fault screen

5.4.1 The main screen shall include a Fault button which takes the user to a Fault screen and allows them to check all current and unacknowledged alarms.

5.4.2 The fault screen will provide fault details along with a date and time stamp for each fault occurrence.

5.4.3 A fault reset option shall be presented to the user when alarms can be acknowledged or reset.

5.5 History screen

The main screen shall include a History button which takes the user to a History screen which allows them to view the following information:

A. Viewing of all faults and events

B. Information filtering capability

5.6 Configuration screens

The user configuration screens shall provide capability to change pump control settings as follows:

1. Set point programming of pump activation values and level alarm values
2. Enable/Disable level alarms, faults and historical data recording
3. Configuration of Inputs and Outputs
4. Setup parameters for each type of fault available in the pump controller
5. Set alternation mode for pumps
6. Configure station optimization parameters
7. Configure voltage supply monitoring parameters
8. Configure motor monitoring parameters
9. Configure communications parameters
10. Configure data logging parameters
11. Enable level simulation session
12. Create or restore backup copies of the pump controller configuration settings
13. Restart the pump controller

5.6.1 The Hardware shall have following features:

1. The pump controller inputs and outputs shall be modular and shall be expandable.
2. Available I/O types shall include:
    a. Digital Inputs (discrete, voltage free input)
    b. Digital Outputs (dry contact type, rated at 240VAC/DC, 5A resistive)
    c. Analog Inputs (10bit)
    d. Analog Outputs (10bit)
3. Digital Inputs shall be configurable based on specific input requirements as follows:
    a. Pump sensor inputs: Flygt FLS circuit, Conductive Seal, PTC Thermistor (overtemp)
    b. Conductive probe sensing (for liquid level monitoring)
    c. (2) High speed counter inputs

5.7 Configuration program backup, restore and firmware upgrades

5.7.1 The pump controller configuration interface shall allow the user to save and restore pump controller configurations onto a portable SD card or USB storage device.

5.7.2 The pump controller shall allow for the import of DNP3 and Modbus point lists and custom logic scripts via the SD or USB ports.

5.7.3 The pump controller configuration interface shall allow the user to backup system log files, alarm and event log files, and custom scripts via the SD or USB ports.

5.7.4 Firmware upgrades shall be possible by using a firmware upgrade file on a portable SD card or USB storage device.

6. COMMUNICATIONS

6.1 Physical

The pump controller shall include the following data communication ports:

A. Two Ethernet ports (10Mbit/s)

B. Two RS232 ports (115kBit/s)

C. Two RS485 ports (115kBit/s)

D. USB device port

E. SD card port

6.2 Communication Types

The pump controller shall support the following communication types:

A. TCP/IP

B. UDP

C. RS232

D. RS485

E. Private radio over RS232

F. PSTN

G. Wireless LAN

H. Cellular Communications

6.3 Communication Protocols

6.3.1 DNP3 (master & slave, level 2 compliant), including:

A. Change of state reporting

B. Native date/time and quality stamps for each data point

C. Event buffering for different classes of data

D. Support for multiple masters and slaves to be configured on the unit

E. DNP Security (for securing communications between master station and RTU)

6.3.2 Modbus (master & slave) including:

A. Modbus TCP

B. Modbus RTU

C. Modbus ASCII

D. Support for multiple masters and slaves

7. PERFORMANCE AND ENVIRONMENTAL CHARACTERISTICS

The pump controller shall meet the following performance and environmental characteristics:

A. Central Processing Unit Speed: 566MHz

B. Central Processing Unit RAM Size: 256MByte

C. Central Processing Unit Flash Memory Size: 64MByte

D. Real Time Clock

E. Working temperature -10°C to +60°C

F. Storage temperature -40°C to +90°C

G. Humidity 5% to 95% (non-condensing)

H. IP Rating Controller Base Unit: IP20, Nema 1

Display Interface: IP65, Nema 4

8. WARRANTY

The pumps shall be provided with prorated 60 months (5 years) warranty against defects in materials and or workmanship. Unless otherwise specified, all other equipment shall be warrantied for 12 months (1 year). The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured, latest revision. Upon warranty occurrence, the manufacturer's authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump. A detailed failure analysis shall be submitted to the Owner for their records summarizing corrective action taken.

The manufacturer shall guarantee clog-free operation for a period of 12 months from the date of start-up of the pumps by the local authorized factory representative. A certificate shall be provided to the Owner on the day of start up with the local contact information and effective date. If the impeller clogs with typical solids or modern trash debris normally found in domestic wastewater during this period, an authorized representative shall travel to the jobsite, remove the pump, clear the obstruction and reinstall the pump at no cost for the Owner. A written report shall be provided to the Owner detailing the service call with pictures for verification purposes.

9. PUMP CONTROL FEATURES

9.1 Nema 4 oil tight Hand Off Automatic pump switches.

9.2 Nema 4 oil tight push to test pilot run, failure and level indicators.

9.3 Elapse time meters for each pump.

9.4 Alternation w/ automatic and manual selectors.

9.5 Phase Monitor 12-pin two double pole, double throw contacts plug-in w/ time delay.

9.6 Wire numbers through-out the Pump Control Center.

9.7 All alarms will be provided with dry contacts for remote monitoring.

9.8 All components shall have identification tags.

9.9 Seal leakage sensors – inputs and alarms.

9.10 Motor over-temperature sensor and alarms.

9.11 Alarm light on cabinet top and horn.

9.12 The Pump Control Center shall meet the requirements as outlined byUL508.

10. MINI-CAS

10.1 One plug in solid state Mini-CAS 120 unit shall be supplied for each pump to monitor the pump for over-temp and leakage. The unit shall have an 11pin, round base to mate with a standard 11 pin socket. The unit shall also be flanged in order to allow deadfront door mounting.

10.2 The unit shall be powered by 24VAC, 24VDC, or 120VAC. LED indication shall be provided for power on, over-temp, and leakage conditions. An over-temp reset push-button shall be provided to allow reset of the unit.

10.3 The sensor input circuitry is to contain both hardware and software filters to provide noise immunity, as well as sensor input short circuit protection. The Mini-CAS 120 unit shall be model 14-407129, as supplied by Flygt Corporation or approved equal.

11. ENCLOSURE

11.1 NEMA 4X - 304 Stainless

11.2 The enclosure shall be a NEMA 4X rated enclosure manufactured from 304 stainless steel. The enclosure shall be a minimum depth of 8" sized to adequately house all the components. The door gasket shall be foamed in place rubber composition and shall assure a positive weatherproof seal. The door shall open a minimum of 180 degrees. Devices mounted on the external surface of the enclosure shall maintain the NEMA rating of the enclosure.

11.3 A polished aluminum dead front shall be mounted on a continuous aircraft type hinge, shall contain cutouts for mounted equipment, and shall provide protection of personnel from live internal wiring. Cutouts for breaker handles shall be provided to allow operation of breakers without entering the compartment.

11.4 All control switches, indicator pilot lights, elapsed time meters, duplex receptacle and other operational devices shall be mounted on the external surface of the dead front. The dead front shall open a minimum of 150 degrees to allow access to equipment for maintenance. A 3/4" break shall be formed around the perimeter of the dead front to provide rigidity. Devices mounted on the external surface of the enclosure shall maintain the rating of the enclosure.

11.5 The back plate shall be manufactured of 12 gauge sheet steel and be finished with a primer coat and two [2] coats of baked on white enamel. All hardware mounted to the sub panel shall be accomplished with machine thread tapped holes. Sheet metal screws are not acceptable. All devices shall be permanently identified with engraved legends. All hardware mounted to the sub panel shall be accomplished with machine thread tapped holes. Sheet metal screws are not acceptable. All devices shall be permanently identified with engraved legends.

12. LEVEL SENSING EQUIPMENT

12.1 Description:

A Multi-Stage Level Sensing Device designed to detect liquid level at specified intervals in tanks or sumps and interface with an electronic controller for pump control and liquid level display. Back-up float type switches shall be provided and installed.

12.2 The Multi-Stage Level Sensing Device shall be PVC injected to seal the unit and prevent any moisture from entering any of the sensor units. Each sensor on the probe shall be rotated 90 degrees horizontally from the previous sensor along the probe length to eliminate tracking between sensors. Level sensing probes shall be pressure injected with an epoxy resin at final assembly to encapsulate all internal components and connections, thereby creating a rigid, sealed, homogeneous unit. Two wires shall be included within the length of the probe and shall be connected to each other at the bottom of the probe. When the wires are connected to the Pump station Controller, the connection shall provide fail-safe monitoring of the probe cable and the probe assembly.The flexible cable used for the Level Sensing Probe shall be comprised of PVC/PVC multi-conductor construction with a common oversheath that is water and oil resistant. The multi-conductor cable shall be identified with numbering and text along the entire length of the outer sheath at required intervals.

12.3 The Level transmitter shall measure the relative pressure with a ceramic diaphragm and be approved acc. EN 61000-6-2, EN 61000-6-3, EN 61326-1. It shall be insulated > 100 MΩ at 500 V DC and the sensor body shall be made of Ryton PPS.

12.4 All sensors installed in the sump shall be approved for explosive areas according UL Class 1, 2 and 3 Division 1 Group A-D T4/T5/T6

12.5 Cables shall be secured to the top of probe bodies by synthetic rubber compression fittings for strain relief. The cable shall be rated to physically support the combined weight of the sensor and long enough to reach to reach the cable connection box.

12.6 The mounting bracket shall be by stainless steel and include a wiper device that allows maintenance personnel to clean the level sensing probe when necessary.

12.7 Control panel construction and assembly

12.7.1 General Requirements:

a. The control panel shall be installed on a level which can't be flooded even by storm water.

b. The control Panel shall be manufactured in accordance with ISO 9000-2001 specifications and shall be so constructed for the application of a UL Listing Label by an approved UL Control Panel Assembly Facility.

c. All electrical connections shall be properly inspected and torqued in compliance with ISO specifications. External connections to the control panel shall be by way of numbered terminal blocks.

d. Control Panels shall be properly checked and load tested with power applied. A control panel test log shall be supplied with the control panel.

e. Control Panels shall be supplied from a UL approved control panel assembly facility with all of the required labels properly attached.

12.7.2 Control Panel Enclosure Environmental Rating

Control Panel Enclosure rating shall be specified in accordance with the project requirements or the contract drawings as either NEMA 3R, 12, 4 (Painted Steel) or 4X (Stainless Steel).

12.7.3 Control Panel Enclosure Requirements

a. Enclosure shall be sized according to physical and functional device requirements.
b. Enclosure seams shall be continuously welded and ground smooth.
c. Enclosure door opening flange trough shall exclude liquids and contaminants.
d. Enclosure shall include an integral body grounding stud and sub-panel mounting studs and be wall mounted, unless otherwise specified.
e. Enclosure door shall have hidden hinges for a clean, aesthetic appearance.
f. Enclosure door opening angle shall be standard, full access, 135 degree opening radius.
g. Enclosure door shall be interchangeable and removable by pulling a hinge pin.
h. Enclosure door shall have a high-impact thermoplastic data pocket mounted on the inner side of the enclosure door and shall have a seamless, foam-in-place, one-piece gasket to provide an oil-tight, dust-tight seal against contaminants.
i. Enclosure shall have a three-point latching system with a zinc die-cast handle that is painted with black textured polyester powder paint.
j. Enclosure handles shall be capable of being padlocked.
k. Steel sub-panel shall be white.
l. When enclosure cut-outs for instruments and other devices are required, holes shall be cut, punched, or drilled and finished with rounded edges.

12.7.4 Instrument Location Requirements

a. Instruments or control devices designated for sub-panel (back) mounting shall be located in a manner that will allow for maintenance and adjustment.
b. Instrument mounting height shall not exceed 6'-6" to the top of the instrument and shall not be lower than 3'-0" to the bottom of the instrument (unless otherwise specified).

12.7.5 Wiring Requirements:

a. Wiring for AC and DC control circuits shall be Type SIS or Type MTW stranded copper and shall be sized for the applied voltage and current. Unless otherwise noted, control circuit wiring shall not be smaller than No. 16 AWG.
b. Cable wiring for analog signal circuits shall be twisted, shielded pairs of stranded copper conductors that shall not be smaller than No. 20 AWG.
c. Wiring for special signaling equipment such as communications, digital data, and multiplexed signals shall be provided by the equipment supplier.

d. Wiring shall be numbered and marked at each termination point.

e. Terminal blocks for internal or external wiring shall be DIN rail mounted with screw compression type terminals and machine printed labels.

12.7.6 Nameplate Requirements

Nameplates are defined as inscribed, plastic plates mounted above or near a panel face mounted component. Unless otherwise noted, nameplates shall be engraved, rigid, laminated plastic with an adhesive back. Nameplate color shall be blue with white letters. Component Labels are defined as printed, vinyl labels mounted above, below or near a sub-panel (back) mounted component for identification. Printed vinyl labels shall be white in color with black letters and an adhesive back.

12.7.7 Grounding:

Control Panel enclosure shall be properly grounded in accordance with the National Electrical Code and local code requirements. Each analog signal loop shall have a shield wire connected to ground at a single point for the loop. Shields shall be grounded at control panels where signals are input to the receiving device and not at the source of the transmitting device.

12.7.8 Electrical Transient (Surge) Protection

All electrical and electronic components of the Control Panel shall be protected against damage due to electrical transients induced in interconnecting lines from lightning discharges and surges in nearby electrical systems. The transient surge protector shall be rated for 25kA per phase or larger.

12.7.9 Circuit Breakers

Power Circuit Breakers shall be thermal magnetic type designed for AC current with a minimum interrupting capacity of 15,000 amperes. Control Circuit Breakers shall be in accordance with section UL 489 with a minimum interrupting capacity of 10,000 amperes.

12.7.10 Control Power Transformers

Control Power Transformers required to provide control system and accessory power shall be machine tool type control transformers with epoxy encapsulated coils or resin impregnated coils, high quality silicon steel laminations, copper magnet wire, moulded terminals and 55° C rise (Class 10 insulation system).

12.7.11 Supply Voltage/Phase Monitor

The voltage-phase monitor shall continually measure the voltage of each of the three phases of the incoming power to the equipment and provide protection for three phase motors and sensitive electronics. The phase monitor shall sense the following conditions: under- and over-voltage, voltage unbalance, phase loss and phase reversal.

12.7.12 Control Relays

a. Control relays shall be square base type with coil voltage (120VAC, 12VDC or 24VDC).

b. Control relays shall be 4PDT (4 Pole, Double Throw) with normally closed/normally open contacts rated at 120VAC, 5 amps minimum.

c. Control relays shall include an integrated test button and relay energized flag indicator.

12.7.13 Full Voltage Magnetic Motor Controller:

a. The motor controller shall be a NEMA rated, full voltage, non-reversing, across the line contactor and overload relay combination.

b. The motor overload relay shall be an ambient compensated type with inverse-time-current characteristic and shall be provided with heaters or sensors in each phase matched to nameplate full load current of the specific motor to which it connects .

12.7.14 GFCI Convenience Receptacle:

There shall be a 120VAC, 15 Amp GFCI rated convenience receptacle mounted on the dead front swing door of the control panel. Receptacle circuit shall be protected by a thermal magnetic circuit breaker.

12.7.15 Enclosure Condensation Heater

a. There shall be a 120VAC, 50 watt enclosure heater inside the control panel.

b. The heater shall be a silicone rubber, insulated strip type enclosure heater.

c. The heater shall be Chromalox Model #SL-B-2-5-55P, or approved equal.

12.7.16 Local Alarm (Flashing Light):

There shall be a Flashing Alarm Light mounted on top of the control panel enclosure for local alarm indication. The flashing alarm light shall be supplied according to the following specifications:

- UL Recognized for use with UL NEMA Type 3R, 4, 4X, 12 & 13 Enclosures.
- Shatter Resistant Lexan globe, U.V. Stabilized and Flame Retardant.
- The Flashing Alarm Light shall be by Ingram Products, or approved equal.

12.2 Construction:

A. 316L stainless steel housing.

B. Non-fouling Kynar (registered trademark) diaphragm.

C. 4-20 mA, 0-5VDC, 0-10 VDC outputs

D. Accuracy, (Total Error Band) 1% FS

E. Compensated Temperature Range -10...80°C

F. Environmental Protection: IP68

G. Cable: Polyethylene

H. Integral lightning protection when properly grounded.

I. Supply voltage: 4-20 mA and 0-5 VDC output: 8- 28 VDC; 0-10VDC output: 13-28 VDC.

12.3 Supply with cable hanger and optional stabilizing weight

12.4 Number of Pressure Transmitters Required: Two (2). Contractor to install one and deliver one to owner for spare part.

12.5 Float Type Level Switches:

Provide and install float type level switches for back-up to the level transducer. Float switches shall be provided and wired to provide input to the controller for low level cut off, lead pump on-off, lag 1 on-off, lag 2 on-off, high level alarm.

12.5.1 Float Switches shall be Flygt Signal Duty Float Switch model ENM with mechanically activated switch. Flygt float switches have an internal weight and are housed in a chemical-resistant polypropylene casing. Unique boot with a locked compression fitting provides a secure yet flexible means of attaching the cable to the float. The three-wire single pole double throw (SPDT) switch can be wired normally open (NO) or normally closed (NC). Signal/control duty only.

12.5.2 Provide stainless steel hatch mounted hanger bracket suitable to secure and facilitate adjustment of all float switches.

File #: 1644 **Agenda Date:** 6/22/2026 **Agenda #:** 10.E.

Title:

AN ORDINANCE AUTHORIZING THE ABANDONMENT OF THE EXISTING AIDEN LANE RIGHT-OF-WAY, VIA INSTRUMENT, TO THE WYNFIELD HOA, INC.

ORDINANCE 2026-

AN ORDINANCE AUTHORIZING THE ABANDONMENT OF THE EXISTING AIDEN LANE RIGHT-OF-WAY, VIA INSTRUMENT, TO THE WYNFIELD HOA, INC.

WHEREAS, The City of Mt. Juliet Board of Commissioners desire to abandon a portion of the 40-foot-wide existing Right-of-Way (ROW) of Aiden Lane to the Wynfield HOA, Inc; and

WHEREAS, The City of Mt. Juliet Regional Planning Commission considered this Abandonment on March 19, 2026, and gave a positive recommendation to the Board of Commissioners with a vote of 7-0-0; and

WHEREAS, the abandonment of a portion of said right-of-way will facilitate the construction, maintenance, and long-term functionality of such walking path connection; and

WHEREAS, upon abandonment, the right-of-way will be conveyed by instrument to the Wynfield Homeowners Association, which will assume responsibility for maintenance of the walking path connection; and

WHEREAS, the abandonment is subject to coordination with utility providers, including West Wilson Utility District, and compliance with all applicable rules and regulations.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Board of Commissioners of the City of Mt. Juliet hereby approves the abandonment of a portion of the existing forty-foot (40') wide right-of-way of Aiden Lane, depicted in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Upon abandonment, the subject right-of-way shall be conveyed by instrument to the Wynfield Homeowners Association (HOA), which shall assume all responsibility for the maintenance and upkeep of the walking path connection associated with this area.

Section 3. This abandonment is subject to the following conditions: The instrument cannot be recorded until the right-of-way (ROW) abandonment has been acted upon by the Board of Commissioners; proof of the recorded instrument shall be provided to the City's Engineering Department prior to the release of any associated letter of credit (LOC) for the walking path connection; and the developer and/or HOA shall coordinate with and comply with all applicable rules and regulations of West Wilson Utility District.

ORDINANCE 2026-

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:
SECOND READING:

_____
James Maness, Mayor

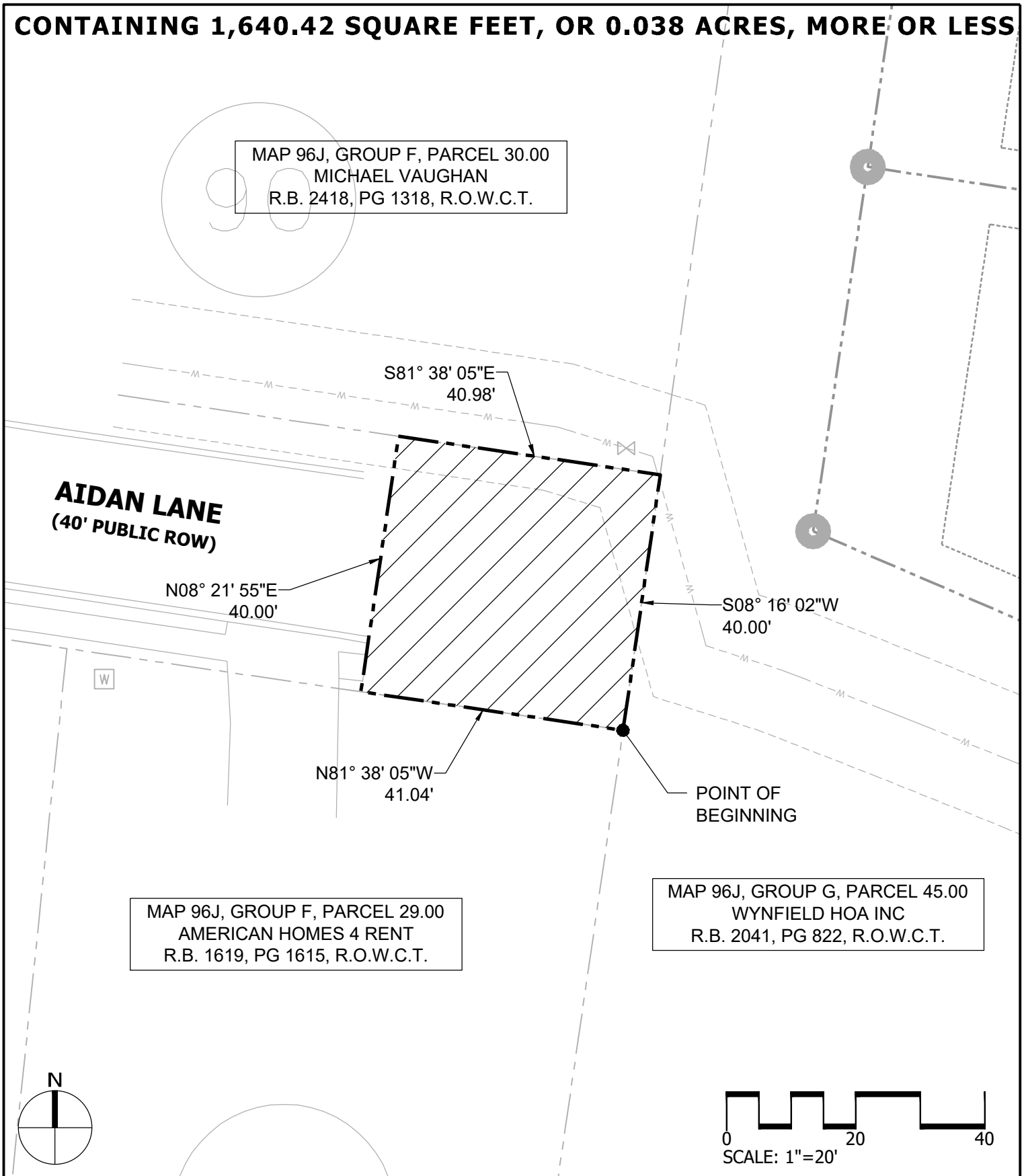
_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney



MAP / PARCEL: _____ PROJECT #:_____

DATE: 03/04/26 CSDG PROJECT #: 16-501-01

CSDG
Planning | Engineering
Landscape Architecture

AIDAN LANE RIGHT-of-WAY ABANDONMENT EXHIBIT

GRANTEE

WYNFIELD HOA INC

GRANTOR

CITY OF MT. JULIET, TENNESSEE

LAND IN MT. JULIET, WILSON COUNTY, TENNESSEE

M E M O R A N D U M

Date: **March 19, 2026**

To: **Luke Winchester, Chairman**
Planning Commission

From: **Shane Shamanur, P.E. – Director of Engineering**

Re: **Wynfield HOA, Inc**
R.O.W. Abandonment
Map – 96J, Group "C"
Parcel – 45.00

Request: To abandon a portion of the Aiden Ln. ROW, via instrument, to the Wynfield subdivision HOA.

Analysis: The City is requesting that a portion of existing 40' ROW be abandoned due to the potential future maintenance of a Board of Commissioners (BOC) mandated walking path connection to the Bradford Park subdivision. The existing ROW will be abandoned to the Wynfield HOA, who will assume maintenance responsibilities of the walking path connection. Metes and bounds and an exhibit are attached with this report.

Recommendation: Staff recommends approval, subject to the following conditions:

Planning and Zoning:

1. No comments

Public Works:

1. The instrument cannot be recorded until the right-of-way (ROW) abandonment has been acted upon by the Board of Commissioners.
2. Proof of recorded instrument shall be provided to Engineering prior to walking path connection LOC release.

West Wilson Utility District:

1. Developer shall coordinate and comply with WWUD rules and regulations.

File #: 1681 **Agenda Date:** 6/22/2026 **Agenda #:** 10.F.

Title:

AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS LOCK BOX SELF STORAGE LOCATED AT 12337 LEBANON ROAD, MAP 053, PARCEL 046, FROM THOROUGHFARE COMMERCIAL TO LIGHT INDUSTRIAL

ORDINANCE 2026 -

AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS LOCK BOX SELF STORAGE LOCATED AT 12337 LEBANON ROAD, MAP 053, PARCEL 046, FROM THOROUGHFARE COMMERCIAL TO LIGHT INDUSTRIAL

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of April 16, 2026, and forwarded a positive recommendation with a vote of 5-2-0 to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on June 22, 2026 and notice thereof published in the Chronicle of Mt. Juliet on May 27, 2026; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for the property on Lebanon Road, map 053, p/o parcel 46.00 from thoroughfare commercial to light industrial; and

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. LAND USE PLAN AMENDMENT. The land use plan for the property, further described in Exhibit A and shown on Exhibit B attached hereto, on Lebanon Road, map 053, p/o parcel 46.00 is amended from thoroughfare commercial to light industrial.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation (5-2-0) in a regular meeting held on April 16, 2026.

Section 3. PUBLIC HEARING. The land use plan changes were the subject of a public hearing held on June 22, 2026 at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

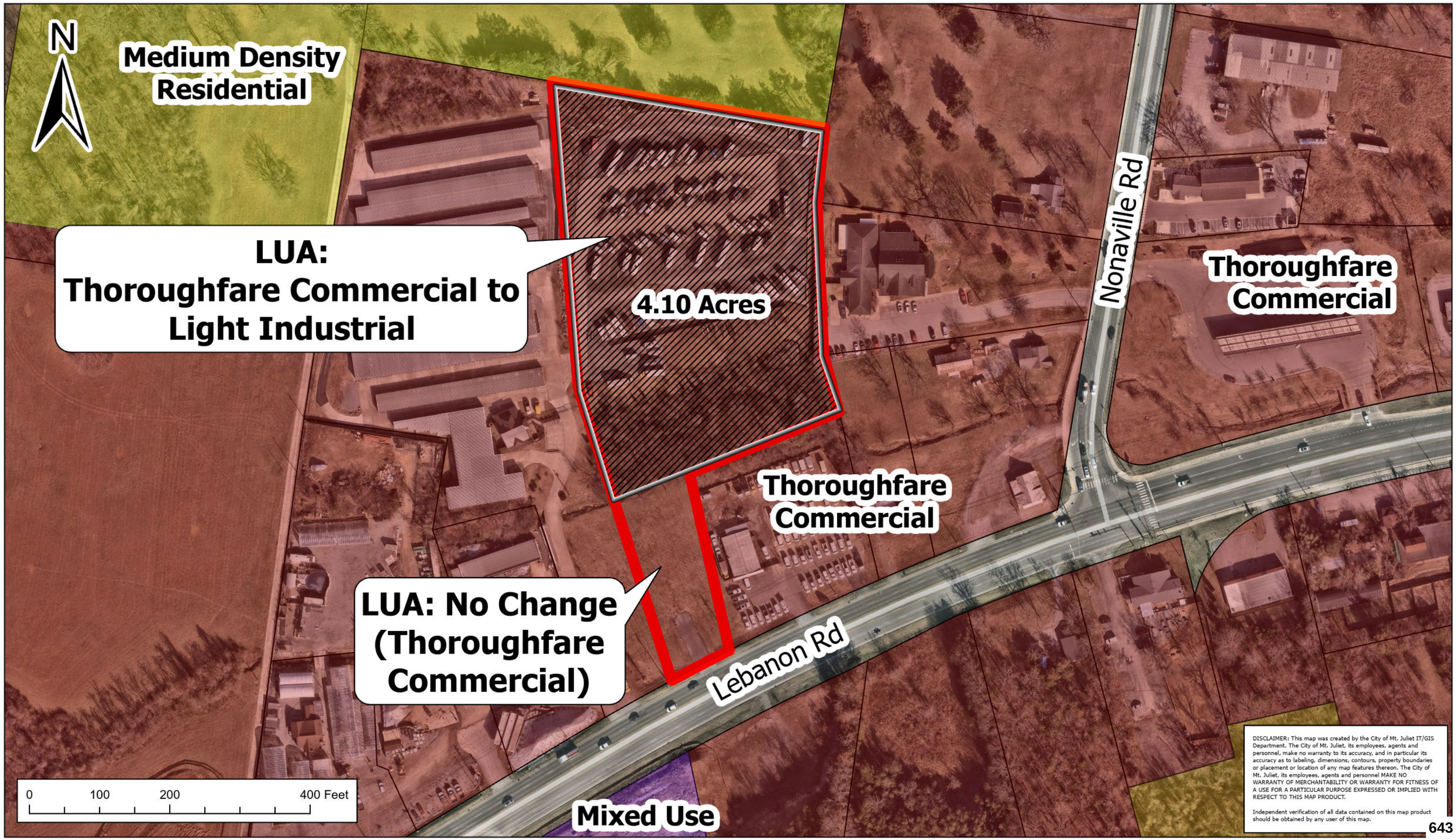
Exhibit A – Legal Description

Land in Wilson County, State of Tennessee, described as follows: to- wit: Land in Wilson County, Tennessee, being Lot No. 4 on the plan of Green Hills Commercial Park, of record in Plat book 16, Page 203, Register's Office for Wilson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot. Being the same property conveyed to Monty E. Mires, Paul R. Sullivan and wife, Susan R. Sullivan, John Wilson Davenport Jr. and wife, Patricia R. Davenport, by deed from Jamie F. Ulmer and wife, Mildred M. Ulmer, of record in Book 346, Page 407, said Register's Office. Monty E. Mires conveyed his interest in said property to Paul R. Sullivan and wife, Susan R. Sullivan, John Wilson Davenport Jr. and wife, Patricia R. Davenport, by Quitclaim Deed of record in Book 444. Page 690, said Register's Office. This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record. This property is unimproved property known as Lot 4 Green Hills Commercial Park, Mt. Juliet, TN 37122.

Exhibit B
Land Use Plan Amendment

Lock Box Self Storage

Map 053, p/o Parcel 046.00



DISCLAIMER: This map was created by the City of Mt. Juliet IT/GIS Department. The City of Mt. Juliet, its employees, agents and personnel, make no warranty to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries or placement or location of any map features thereon. The City of Mt. Juliet, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF A USE FOR A PARTICULAR PURPOSE EXPRESSED OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.

Independent verification of all data contained on this map product should be obtained by any user of this map.

M E M O R A N D U M

Date: **April 16, 2026**

To: **Luke Winchester, Chairman**
and Planning Commission

From: **Jon Baughman, City Planner**
Jill Johnson, Planner I

Re: **Lock Box Storage**
LUA and RZ
Map - 53
Parcel(s) – 46.00

Request: Darren Raines, owner and applicant, of the existing Lock Box Storage, is requesting approval for a land use amendment, rezone and preliminary master development plan approval for an expansion of the Lock Box Storage center, located at 12337 Lebanon Rd., located in District 1. The parcel proposed is owned by the Lock Box Storage, and is the parcel (046.00) located directly east of the existing property at 12337 Lebanon Rd.

History/Overview: The property is 4.84 acres on the north side of Lebanon Rd., just to the east of and directly next door to the existing Lock Box Storage facility and to the west of Countryside Animal Hospital. The property is owned by the Lock Box Storage facility and currently being used for vehicular storage. The intent is to discontinue the vehicular storage use and expand the storage facility with the addition of seven (7) new storage buildings. The applicant began this process in 2023 but did not follow through with the submittal.

The request via the land use amendment is to change the northern portion, approximately 4.10 acres of the property, from Thoroughfare Commercial to Business Development Center, and rezone this same portion of the property to IR, Industrial restrictive which would allow the requested use. The property is currently zoned CG, commercial general. The applicant is requesting to maintain the remaining southern portion of approximately 0.74 acres, as CG, Commercial General, with no intended improvements. The current Lock Box Storage facility to the west, is zoned CG, Commercial General, and is considered legally non-compliant.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Map 53 Parcel 046.00 Lockbox self storage	*Thoroughfare Commercial*	*Business Development Center*	*CG, Commercial General*	*IR-PUD, Industrial Restrictive Planned Unit Development & CG, Commercial General*

Future Land Use: The City's future land use map identifies the entire property as Thoroughfare commercial. The future land use map shows the adjacent properties as Thoroughfare commercial to the east, west and south, and medium density residential the north. The land use plan does not support a request for a Business Development Center on this parcel.

Zoning: The zoning on this parcel is CG, Commercial General, along with the existing Lock Box Storage site, which is considered legally non-conforming for self-storage use. The applicant is seeking IR, industrial restrictive, with a PUD overlay for the northern portion of the site, which equates to approximately 4.10 acres, should the land use plan be amended. There would be no change to the southern portion (approx. 0.74 acres) of the lot.

Findings: In reviewing the requested zoning actions, staff finds that the request does NOT agree with all of the following findings, as contained in the zoning ordinance. The proposed annexation and rezone:

1. *is NOT in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Preliminary Master Development Plan:

Location/History: This development site is located on the North side of Lebanon Road. The current zoning on the entire parcel is CG, commercial general, with the request for a land use amendment and subsequent zoning for portion of the property to IR, industrial restrictive, which maintain the CG, commercial general zoning on the southern portion of the lot.

7-103 Bulk Standards: The total acreage of the proposed development is 4.84 acres, that should the Land Use amendment be approved include the proposed seven (7) self-storage warehouse buildings. Building one, 4,800 sf, building two, 8,550 sf, buildings three, four and five are all 9,000 sf each, building six, 7,800 sf, and building seven (multi-story), 39,500 sf. The building coverage proposed at approximately 44% (87,650 sf) meets within the maximum allowance of 50%. The impervious surface ratio maximum is 70%, the current lot is being utilized as a vehicular storage area is currently at 50% (104,439 sf) and proposed to 70% (148,848 sf). The maximum height is 35', with buildings one through six averages under 15', and building seven is 30', all within the maximum height limitations.

Streets/Sidewalks/Access: Vehicular access is proposed via the existing driveway with ingress/egress obtained via Lebanon Road. A six-foot wide sidewalk is proposed/required along the Lebanon Road frontage with a pedestrian connection to the site via a sidewalk and striping.

Article IX Parking: Parking data indicates the parking for self-storage use at one space for each 5,000 sf of gross floor area (87,650 sf), two spaces for the rental office and one space for each employee, along with ADA spaces. The approximate total for parking would be 20 spaces. Insufficient parking areas are shown but will be required upon site plan submittal. The applicant noted that they intend to share parking areas with the existing self-storage operations existing on the immediate parcel to the west.

Article X Landscaping: The full landscape plan will be required upon submittal of the site plan/FMDP, along with a full photometric plan. Staff has requested that the robust existing tree line buffers to the North and East be maintained to the fullest extent possible for effective screening.

7-103 Industrial Design Standards: Elevations have been provided that indicate materials of both brick and hardie board siding. A waiver has been requested by the applicant for the extensive use of the secondary materials. The elevations provided will correspond with the existing storage facilities adjacent to the proposed new buildings.

Variances/Waivers – The following waivers are requested:

1. 7-103 Industrial Design Standards: Request to deviate from the material standards to allow – minimal brick, along with hardie board masonry siding. **STAFF SUPPORTS THE ELEVATIONS AS PROPOSED AS THEY ARE IN CONCERT WITH THE TYPE OF STRUCTURES ALREADY EXISTING ON THE ADJACENT LOT, AND IN CONCERT WITH THE PROPOSED USE AND GENERAL AREA.**
2. 7-103 Yard Regulations: *Special provisions applying to required yards and building setbacks along district boundaries coincident with side or rear lot lines of zone lots located in any residential district.*
    a. *Required yards along district boundaries coincident with side or rear lot lines.* Within I-R and I-G, Industrial Districts, along such portion of the boundary of the industrial district which coincides with a side or rear lot line of a zone lot in any residential district, an open area unobstructed from the ground to the sky shall be provided within the industrial district. Within both I-R districts and I-G districts, the width shall be 100 feet, unless supplementary landscaping and buffering plans are approved by the Planning Commission. No portion of this open area shall be used for off-street parking, off-street loading or for storage or processing of any kind. No portion of this open area shall be paved, graveled or used for parking or as an access way of any type.

    THE PLANS INDICATE A STANDARD 20' REAR SETBACK WITH DRIVE AISLES WITHIN. STAFF SUPPORTS THIS REQUEST IF THE DRIVE AISLES ARE REMOVED FROM THE YARD AND A 20' WIDE TYPE D BUFFER WITH A LOW MAINTENANCE PRIVACY FENCE IS PROVIDED IN LIEU.
3. Article IX. – Parking: 20 spaces are required by code. 20 spaces are in excess of what is typical for this use, as most consumers utilize the area in front of their assigned unit. The applicant must request a waiver from this requirement should they choose to reduce the required number of spaces. **STAFF SUPPORTS THE REDUCTION IN PARKING SPACES, AS THE NEED FOR EXCESSIVE PARKING IS UNNECESSARY, AND WILL BE UNDER**

UTILIZED, CONSIDERING THE USE. THE APPROPRIATE NUMBER OF SPACES WILL BE DETERMINED AT SITE PLAN REVIEWED

Summary: The City's future land use plan identifies the subject property as thoroughfare commercial and the applicant's request for business development center is not supported by the land use plan. The proposed function of this site mirrors the adjacent property, as being utilized for self-storage. The existing property is currently legally non-conforming and no intended change in use is proposed. Staff is of the opinion that the proposed use and structures will constitute an improvement over the existing conditions at the site. Should the commission approve the land use plan amendment and rezone, a site plan and final master development plan will be required for review.

Recommendation: The applicant's request for a business development center is not supported by the land use plan; therefore, staff cannot support the request to amend the land use plan. Should the Planning Commission make a positive recommendation to the Board of Commissioners for the land use amendment, rezone and preliminary master development plan, please include the following conditions:

Planning and Zoning:

1. 7-104, Industrial design guidelines shall be adhered to, excepting any waivers approved by the Planning Commission and Board of Commissioners.
2. 7-103, Bulk regulations and Building design guidelines shall be adhered to, excepting any waivers approved by the Planning Commission and Board of Commissioners.
3. Article IX Parking regulations shall be adhered to excepting any waivers granted by the Board of Commissioners.
4. HVAC and utility equipment shall be screened entirely from horizontal view; utility meters shall be screened with brick/stone screen walls.
5. Rooftop mechanical equipment shall be screened from horizontal view via a parapet wall.
6. Wheel stops are not permitted.
7. All exterior lighting fixtures shall be decorative.
8. Parking lot lighting shall be decorative fixtures on black posts.
9. Bollards shall be the color black.
10. Parking lot lighting shall be placed in yards or beds and not on the pavement.
11. Wall mounted lighting shall be decorative in nature. Wal-paks are prohibited.
12. Brick shall be clay, baked and individually laid.
13. Stone shall be individually laid.
14. Preserve as many trees as possible. Should existing vegetation be utilized for required landscaping provide a tree survey at final master development plan submittal.
15. Preserve the tree lines along the south and east of the site for screening.
16. No flammable landscape materials (i.e.- mulch) shall be placed within 3' of any building/structure.
17. Only uses permitted by right under IR zoning shall be permitted in the PUD.
18. Provide a six-foot sidewalk along the Lebanon Road property frontage with a pedestrian connection to the site via sidewalk and striping.

19. 7.103.4.7 required yards, shall be adhered to in regard to the required yards and building setbacks in relation to residential districts, except any waivers approved by the Planning Commission and Board of Commissioners.
20. Landscape plans are required at FMDP/SP and shall be approved prior to the submittal of construction documents.
21. Signage shall be reviewed and approved via a separate application to the Planning Department.
22. Wall mounted utility and meter equipment shall be painted to match the building façade it is attached to.

Engineering:

1. Variance: Request to waive requirement for 6' sidewalk along Lebanon Road – **Staff does not support**
2. All access shall be from the existing access drive. No additional access to Lebanon Road shall be allowed.
3. The traffic study for this development has been waived based on the expected trips and local crash history.
4. Stormwater: Site Plan to include TN rule 400-10-.04- and 100-year storm to be used.
5. Provide better representation of the stream buffer along the southern boundary of the site at construction plan review.

WWUD:

1. I am seeing proposed private fire hydrants. They shall be painted white.
2. There is not a fire line meter shown or DDCVA shown.
3. There are not any meter and RP devices shown for the domestic or irrigation if required.

Wilson County Schools:

1. No Comments Received.

File #: 1682 **Agenda Date:** 6/22/2026 **Agenda #:** 10.G.

Title:

AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 4.10 ACRES OF PROPERTY ON LEBANON ROAD, MAP 053, P/O PARCEL 46.00 FROM COMMERCIAL GENERAL TO RESTRICTIVE INDUSTRIAL PLANNED UNIT DEVELOPMENT

ORDINANCE NO. _____

AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 4.10 ACRES OF PROPERTY ON LEBANON ROAD, MAP 053, P/O PARCEL 46.00 FROM COMMERCIAL GENERAL TO RESTRICTIVE INDUSTRIAL PLANNED UNIT DEVELOPMENT

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance; and

WHEREAS, the Regional Planning Commission considered this request during their meeting of April 16, 2026, and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of 5-2-0; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ 2026 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property on Lebanon Road, map 053, p/o parcel 46.00 from Commercial General (CG) to Industrial Restrictive (IR) Planned Unit Development (PUD).

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property on Lebanon Road, map 053, p/o parcel 46.00 from CG to IR PUD as more particularly shown on the zoning map attached hereto as Exhibit B and incorporated herein by reference.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. – The preliminary master development plan for Lebanon Road, map 053, p/o parcel 46.00 (as identified in Exhibit A), is hereby adopted, except as modified herein. The preliminary master development plan shall comply with the zoning ordinance, be in substantial conformance with all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. 7-104, Industrial design guidelines shall be adhered to, excepting any waivers approved by the Planning Commission and Board of Commissioners.
2. 7-103, Bulk regulations and Building design guidelines shall be adhered to, excepting any waivers approved by the Planning Commission and Board of Commissioners.
3. Article IX Parking regulations waiver was granted.

4. HVAC and utility equipment shall be screened entirely from horizontal view; utility meters shall be screened with brick/stone screen walls.
5. Rooftop mechanical equipment shall be screened from horizontal view via a parapet wall.
6. Wheel stops are not permitted.
7. All exterior lighting fixtures shall be decorative.
8. Parking lot lighting shall be decorative fixtures on black posts.
9. Bollards shall be the color black.
10. Parking lot lighting shall be placed in yards or beds and not on the pavement.
11. Wall mounted lighting shall be decorative in nature. Wal-paks are prohibited.
12. Brick shall be clay, baked and individually laid.
13. Stone shall be individually laid.
14. Preserve as many trees as possible. Should existing vegetation be utilized for required landscaping provide a tree survey at final master development plan submittal.
15. Preserve the tree lines along the south and east of the site for screening.
16. No flammable landscape materials (i.e.- mulch) shall be placed within 3' of any building/structure.
17. The only use permitted in this PUD is a Self-Storage facility.
18. Provide a six-foot sidewalk along the Lebanon Road property frontage with a pedestrian connection to the site via sidewalk and striping.
19. Provide a 20ft class D landscape buffer with an opaque privacy fence along the property boundary shared with residentially zoned properties. Waiver approved.
20. Landscape plans are required at FMDP/SP and shall be approved prior to the submittal of construction documents.
21. Signage shall be reviewed and approved via a separate application to the Planning Department.
22. Wall mounted utility and meter equipment shall be painted to match the building façade it is attached to.
23. Wall packs are prohibited.
24. Building elevations are approved as shown.
25. No vehicle parking allowed on main drive aisle to Lebanon Rd.
26. Building # 7 is limited to 2 stories in height.

<u>Engineering:</u>

1. A 6ft sidewalk along the Lebanon Rd frontage is required.
2. All access shall be from the existing access drive. No additional access to Lebanon Road shall be allowed.
3. The traffic study for this development has been waived based on the expected trips and local crash history.
4. Stormwater: Site Plan to include TN rule 400-10-.04- and 100-year storm to be used.
5. Provide better representation of the stream buffer along the southern boundary of the site at construction plan review.

WWUD:

1. I am seeing proposed private fire hydrants. They shall be painted white.
2. There is not a fire line meter shown or DDCVA shown.
3. There are not any meter and RP devices shown for the domestic or irrigation if required.

Wilson County Schools:

1. No Comments Received.

Section 3. – PUBLIC HEARING – the zoning changes were subject of a public hearing held on _____ at 6:15 PM.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

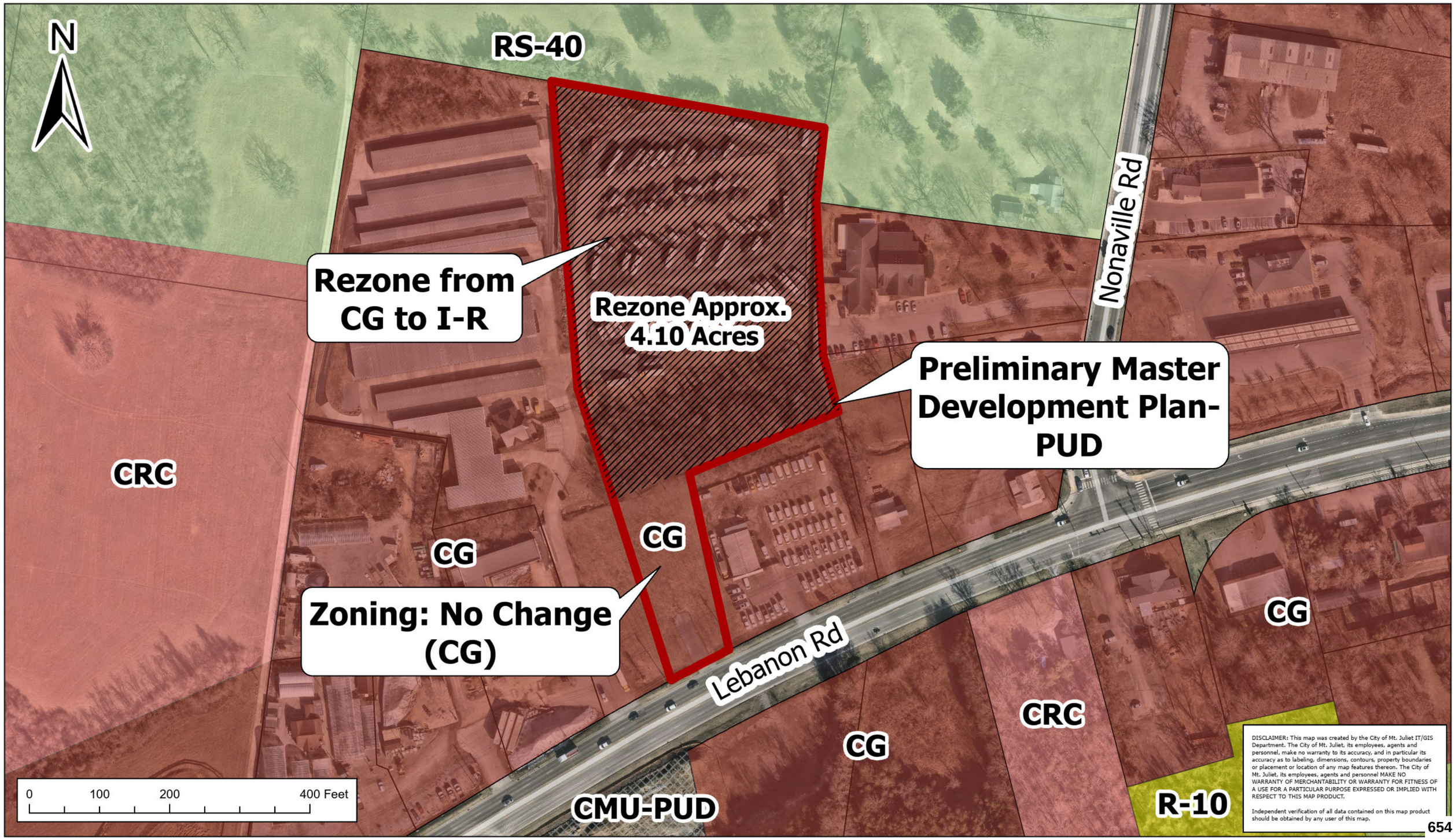
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Land in Wilson County, State of Tennessee, described as follows: to- wit: Land in Wilson County, Tennessee, being Lot No. 4 on the plan of Green Hills Commercial Park, of record in Plat book 16, Page 203, Register's Office for Wilson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot. Being the same property conveyed to Monty E. Mires, Paul R. Sullivan and wife, Susan R. Sullivan, John Wilson Davenport Jr. and wife, Patricia R. Davenport, by deed from Jamie F. Ulmer and wife, Mildred M. Ulmer, of record in Book 346, Page 407, said Register's Office. Monty E. Mires conveyed his interest in said property to Paul R. Sullivan and wife, Susan R. Sullivan, John Wilson Davenport Jr. and wife, Patricia R. Davenport, by Quitclaim Deed of record in Book 444. Page 690, said Register's Office. This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record. This property is unimproved property known as Lot 4 Green Hills Commercial Park, Mt. Juliet, TN 37122.

Exhibit B
PMDP-PUD & Rezone

Lock Box Self Storage

Map 053, p/o Parcel 046.00



M E M O R A N D U M

Date: **April 16, 2026**

To: **Luke Winchester, Chairman**
and Planning Commission

From: **Jon Baughman, City Planner**
Jill Johnson, Planner I

Re: **Lock Box Storage**
LUA and RZ
Map - 53
Parcel(s) – 46.00

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REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Map 53 Parcel 046.00 Lockbox self storage	*Thoroughfare Commercial*	*Business Development Center*	*CG, Commercial General*	*IR-PUD, Industrial Restrictive Planned Unit Development & CG, Commercial General*

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Variances/Waivers – The following waivers are requested:

1. 7-103 Industrial Design Standards: Request to deviate from the material standards to allow – minimal brick, along with hardie board masonry siding. **STAFF SUPPORTS THE ELEVATIONS AS PROPOSED AS THEY ARE IN CONCERT WITH THE TYPE OF STRUCTURES ALREADY EXISTING ON THE ADJACENT LOT, AND IN CONCERT WITH THE PROPOSED USE AND GENERAL AREA.**
2. 7-103 Yard Regulations: *Special provisions applying to required yards and building setbacks along district boundaries coincident with side or rear lot lines of zone lots located in any residential district.*
    a. *Required yards along district boundaries coincident with side or rear lot lines.* Within I-R and I-G, Industrial Districts, along such portion of the boundary of the industrial district which coincides with a side or rear lot line of a zone lot in any residential district, an open area unobstructed from the ground to the sky shall be provided within the industrial district. Within both I-R districts and I-G districts, the width shall be 100 feet, unless supplementary landscaping and buffering plans are approved by the Planning Commission. No portion of this open area shall be used for off-street parking, off-street loading or for storage or processing of any kind. No portion of this open area shall be paved, graveled or used for parking or as an access way of any type.

    THE PLANS INDICATE A STANDARD 20' REAR SETBACK WITH DRIVE AISLES WITHIN. STAFF SUPPORTS THIS REQUEST IF THE DRIVE AISLES ARE REMOVED FROM THE YARD AND A 20' WIDE TYPE D BUFFER WITH A LOW MAINTENANCE PRIVACY FENCE IS PROVIDED IN LIEU.
3. Article IX. – Parking: 20 spaces are required by code. 20 spaces are in excess of what is typical for this use, as most consumers utilize the area in front of their assigned unit. The applicant must request a waiver from this requirement should they choose to reduce the required number of spaces. **STAFF SUPPORTS THE REDUCTION IN PARKING SPACES, AS THE NEED FOR EXCESSIVE PARKING IS UNNECESSARY, AND WILL BE UNDER**

UTILIZED, CONSIDERING THE USE. THE APPROPRIATE NUMBER OF SPACES WILL BE DETERMINED AT SITE PLAN REVIEWED

Summary: The City's future land use plan identifies the subject property as thoroughfare commercial and the applicant's request for business development center is not supported by the land use plan. The proposed function of this site mirrors the adjacent property, as being utilized for self-storage. The existing property is currently legally non-conforming and no intended change in use is proposed. Staff is of the opinion that the proposed use and structures will constitute an improvement over the existing conditions at the site. Should the commission approve the land use plan amendment and rezone, a site plan and final master development plan will be required for review.

Recommendation: The applicant's request for a business development center is not supported by the land use plan; therefore, staff cannot support the request to amend the land use plan. Should the Planning Commission make a positive recommendation to the Board of Commissioners for the land use amendment, rezone and preliminary master development plan, please include the following conditions:

Planning and Zoning:

1. 7-104, Industrial design guidelines shall be adhered to, excepting any waivers approved by the Planning Commission and Board of Commissioners.
2. 7-103, Bulk regulations and Building design guidelines shall be adhered to, excepting any waivers approved by the Planning Commission and Board of Commissioners.
3. Article IX Parking regulations shall be adhered to excepting any waivers granted by the Board of Commissioners.
4. HVAC and utility equipment shall be screened entirely from horizontal view; utility meters shall be screened with brick/stone screen walls.
5. Rooftop mechanical equipment shall be screened from horizontal view via a parapet wall.
6. Wheel stops are not permitted.
7. All exterior lighting fixtures shall be decorative.
8. Parking lot lighting shall be decorative fixtures on black posts.
9. Bollards shall be the color black.
10. Parking lot lighting shall be placed in yards or beds and not on the pavement.
11. Wall mounted lighting shall be decorative in nature. Wal-paks are prohibited.
12. Brick shall be clay, baked and individually laid.
13. Stone shall be individually laid.
14. Preserve as many trees as possible. Should existing vegetation be utilized for required landscaping provide a tree survey at final master development plan submittal.
15. Preserve the tree lines along the south and east of the site for screening.
16. No flammable landscape materials (i.e.- mulch) shall be placed within 3' of any building/structure.
17. Only uses permitted by right under IR zoning shall be permitted in the PUD.
18. Provide a six-foot sidewalk along the Lebanon Road property frontage with a pedestrian connection to the site via sidewalk and striping.

19. 7.103.4.7 required yards, shall be adhered to in regard to the required yards and building setbacks in relation to residential districts, except any waivers approved by the Planning Commission and Board of Commissioners.
20. Landscape plans are required at FMDP/SP and shall be approved prior to the submittal of construction documents.
21. Signage shall be reviewed and approved via a separate application to the Planning Department.
22. Wall mounted utility and meter equipment shall be painted to match the building façade it is attached to.

Engineering:

1. Variance: Request to waive requirement for 6' sidewalk along Lebanon Road – **Staff does not support**
2. All access shall be from the existing access drive. No additional access to Lebanon Road shall be allowed.
3. The traffic study for this development has been waived based on the expected trips and local crash history.
4. Stormwater: Site Plan to include TN rule 400-10-.04- and 100-year storm to be used.
5. Provide better representation of the stream buffer along the southern boundary of the site at construction plan review.

WWUD:

1. I am seeing proposed private fire hydrants. They shall be painted white.
2. There is not a fire line meter shown or DDCVA shown.
3. There are not any meter and RP devices shown for the domestic or irrigation if required.

Wilson County Schools:

1. No Comments Received.

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Mt. Juliet, Tennessee

Staff Report

File #: 1759 **Agenda Date:** 6/22/2026 **Agenda #:** 11.A.

Title:

Ethics Board Appointment for District 2: Joseph Viscusi

ARTICLE XII. CODE OF ETHICS

Sec. 2-355. Ethics commission.

(a) There is hereby created a five-member ethics commission to be approved by the board of commissioners. Each commissioner shall nominate a member for appointment to the ethics commission who is a resident of his district, and the mayor shall nominate a member for appointment to the ethics commission who is a resident of the city. Such appointments shall be confirmed by a majority vote of the board of commissioners.