Mt. Juliet, Tennessee

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

Agenda - Final

Monday, July 27, 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 **1810**

Attachments: Public Hearing Notice - 7-27-2026

1. Call to Order & Declare a Quorum Present

2. Set Agenda

3. Invocation & Pledge of Allegiance

4. Approval of Minutes

4.A. Meeting Minutes - 7/13/2026 **1809**

Attachments: Meeting Minutes to be Approved 7-13-2026

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

8.A. 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
6/22/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

8.B. 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
6/22/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

8.C. A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE STORMWATER DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT **1805**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Executive Summary
Clearview Belinda - Bid Tab
Bid Evaluation Letter
Mt. Juliet Stormwater Drainage Improvements 100% Submittal - Issued for Bid

8.D. A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT **1811**

Sponsors: Art Giles, Commissioner

Attachments: Resolution
Executive Summary
Contract Signature Pages
Bid Tabulations

9. Unfinished Business

9.A. AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01 **1772**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Map
Staff Report

Legislative History

6/18/26	Planning Commission	**Positive Recommendation to the Board of Commissioners
7/13/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

10. New Business

10.A. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 1888 GOLDEN BEAR GATEWAY, APPROXIMATELY 18.40 ACRES, MAP 054, PART OF PARCEL 16.01 AND PART OF PARCEL 16.02 FROM RS-40, LOW DENSITY RESIDENTIAL, TO CMU, COMMERCIAL MIXED USE **1798**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

7/16/26	Planning Commission	**Positive Recommendation to the Board of Commissioners

10.B. AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION: “SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?” **1814**

Sponsors: City Manager Kenny Martin,

Attachments: Ordinance
Exhibit A - Sample Charter

10.C. A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR CERTAIN CITY-OWNED PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT **1813**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution
Purchase Agreement
Real Estate Advisory Committee Report
Planning Commission Recommendation

11. Adjournment

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

Mt. Juliet, Tennessee

Staff Report

File #: 1810 **Agenda Date:** 7/27/2026 **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 July 27, 2026, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- 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
- 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
- An ordinance approving the request to connect to the Mt. Juliet Sewer System made by developer of 3150 Nonaville Road, outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, map 031, parcel 032.01
- An ordinance to submit to the voters of the City of Mt. Juliet the question whether to repeal the adoption of home rule

The public is invited to attend and comment.

File #: 1809 **Agenda Date:** 7/27/2026 **Agenda #:** 4.A.

Title:

Meeting Minutes - 7/13/2026

Mt. Juliet, Tennessee

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

Meeting Minutes - Draft

Monday, July 13, 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.

Amanda Kern, 534 Hunting Hills Drive, spoke regarding the East Division Industrial Project.

Mayor Maness closed the Public Hearing.

Public Hearing Notice **1792**

Attachments: Public Hearing Notice - 7-13-2026

1. Call to Order & Declare a Quorum Present

Mayor Maness called the meeting to order and declared a quorum.

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

Absent: Commissioner Scott Hefner

2. Set Agenda

Mayor Maness requested that Item 8.B be removed from the Consent Agenda. This was approved without objection.

Commissioner Giles made a motion to suspend the rules to add the appointment of Josh Randall to the Ethics Commission to the agenda. Mayor Maness seconded the motion. The motion passed unanimously.

Commissioner Milele requested that Items 9.C and 9.D be moved to immediately follow the Consent Agenda. This was approved without objection.

Mayor Maness requested that Items 9.F and 9.G be moved to the Consent Agenda. This was approved without objection.

The agenda, as amended, was adopted without objection.

3. Invocation & Pledge of Allegiance

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

4. Approval of Minutes

A motion was made by Commissioner Milele, to approve the minutes. Seconded by Vice Mayor/Commissioner Trivett. The motion carried by the following vote:

RESULT: APPROVED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

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

Absent: Commissioner Hefner

4.A. 6-22-2026 Meeting Minutes **1793**

Attachments: Meeting Minutes to be Approved - 6-22-2026

5. Citizens Comments

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

Mayor Maness opened the floor for Citizens' Comments and thanked Commissioner Milele for working with the residents and the developer of Aveline.

Mark Grasela, 127 March Place, spoke regarding the Aveline development and thanked Commissioner Milele and the developer for meeting with residents and working collaboratively to address concerns and prepare the project for approval.

Marlin Keel, 230 Citadel Drive, spoke regarding the Aveline development and expressed appreciation to Commissioner Milele and the developer for their efforts in working with residents on the project.

Steve Turner, 176 Privateer Lane, spoke regarding the Aveline development and thanked Commissioner Milele and the developer for their collaboration and responsiveness throughout the process.

There were no further comments. Mayor Maness closed Citizen's Comments.

6. Commissioner Reports & Comments

Commissioner Giles thanked everyone for attending the meeting and for the positive comments directed toward Commissioner Milele. He announced the annual Greenway Walk, scheduled for August 13 at 6:00 p.m., and encouraged residents to attend and bring their families. Commissioner Giles also highlighted the groundbreaking ceremony held on June 29 for the Old Lebanon Dirt Road project, noting that it is an exciting milestone for the City. He stated that a safety analysis of the roadway had been performed through his sponsorship and that, although it has been a lengthy process, he is pleased to see the project moving forward.

Vice Mayor Trivett expressed his excitement for the Old Lebanon Dirt Road project as well. He thanked the Del Webb residents for attending the meeting and commented on how much he enjoyed hearing the full room recite the Pledge of Allegiance. He thanked Commissioner Milele for her efforts related to the Aveline project. Vice Mayor Trivett noted that the Fourth of July celebration was a great success and thanked the Parks staff and Parks Board for their hard work in organizing the event. He also thanked everyone who attended and assisted with cleanup efforts, as well as the City's first responders for helping ensure the event was safe. Additionally, he expressed appreciation to the event sponsors for their contributions. Addressing comments made during the Public Hearing regarding blasting, he stated this was controlled by the State Fire Marshal. He also reminded residents about the SeeClickFix program and encouraged them to utilize it, noting that residents serve as the City's eyes and ears.

Commissioner Milele stated that the City hosted two excellent fireworks displays on the Fourth of July and thanked everyone involved in making them successful. She encouraged residents to attend the BPAC Greenway Walk on August 13 at 6:00 p.m., noting that August 27 has been designated as the rain date. Commissioner Milele explained that blasting activities are regulated by the State Fire Marshal's Office and must comply with state law. She thanked the Aveline developer, Summit, for maintaining open communication with residents and meeting with them throughout the process. She also expressed appreciation to the residents for their willingness to engage in productive discussions, noting that the collaboration was very successful. Finally, Commissioner Milele stated that she is pleased to see stormwater concerns being addressed, particularly given the flood-prone areas within her district.

Mayor Maness stated that he echoed the comments made by his fellow Commissioners.

7. City Manager's Report

City Manager Kenny Martin thanked everyone for attending the meeting. He expressed his condolences and support to an individual in attendance who recently experienced a loss, stating that the individual has always been a good friend to the City and remains in the City's thoughts and prayers as he navigates the days ahead.

Mr. Martin noted that Marlin Keel was present and spoke during Citizens' Comments. He recognized Mr. Keel as the City's former Public Works Director and acknowledged his significant contributions to Mt. Juliet's infrastructure and the City's continued growth and success.

City Manager Martin also stated that the Fourth of July celebration was a success and thanked everyone who helped make the event possible.

He concluded his remarks by wishing everyone God's blessings.

8. Consent Agenda Items

8.A. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-49

8.C. 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 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 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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-51

6400 Central Pike - Annexation and Rezone

8.D. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE WALL PROPERTY, LOCATED AT 6400 CENTRAL PIKE MAP 097 PARCEL 017.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1714**

Sponsors: Planning Commission Positive Recommendation

Attachments: Resolution
Exhibit A - Legal Description
Exhibit B - Map

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 53-2026

8.E. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-52

8.F. A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 6400 CENTRAL PIKE, MAP 097, PARCEL 17.00 **1789**

Sponsors: Planning Commission Positive Recommendation

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 54-2026

8.G. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-53

6386 Central Pike - Annexation and Rezone

8.H. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE WALL PROPERTY, LOCATED AT 6386 CENTRAL PIKE MAP 097 PARCEL 017.02, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1736**

Sponsors: Planning Commission Positive Recommendation

Attachments: Resolution
Exhibit A - Legal Description
Exhibit B - Map

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 55-2026

8.I. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-54

8.J. A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 6386 CENTRAL PIKE MAP 097 PARCEL 017.02 **1790**

Sponsors: Planning Commission Positive Recommendation

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 56-2026

8.K. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-55

East Division Street Business Park - Annexation and Rezone

8.L. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE E. DIVISION BUSINESS PARK, LOCATED AT 2062 E DIVISION ST & 535 HUNTING HILLS DR MAP 077, PARCELS 013.01, 13.02, 015.00, 016.02, 016.03 & P/O 016.01, 017.00, 017.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1735**

Sponsors: Planning Commission Positive Recommendation

Attachments: Resolution
Exhibit A - Legal Description
Exhibit B - Map

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 57-2026

8.M. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-56

8.N. A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF E. DIVISION BUSINESS PARK, LOCATED AT 2062 E DIVISION ST & 535 HUNTING HILLS DR MAP 077, PARCELS 013.01, 13.02, 015.00, 016.02, 016.03 & P/O 016.01, 017.00, 017.01 **1791**

Sponsors: Planning Commission Positive Recommendation

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 58-2026

8.O. AN ORDINANCE TO AMEND THE LAND USE 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 MEDIUM DENSITY RESIDENTIAL TO BUSINESS DEVELOPMENT IMPACT ZONE **1524**

Sponsors: Planning Commission Negative Recommendation, Scott Hefner, Commissioner

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-57

8.P. 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

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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 2026-58

9.F. AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01 **1772**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - 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, and Commissioner Milele

Absent: Commissioner Hefner

9.G. A RESOLUTION SUPPORTING THE ESTABLISHMENT OF FREESTANDING EMERGENCY DEPARTMENTS IN MT. JULIET, TENNESSEE **1795**

Sponsors: City Manager Kenny Martin,

Attachments: Resolution

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 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, and Commissioner Milele

Absent: Commissioner Hefner

Enactment No: 59-2026

9. New Business

8.B. 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

Vice Mayor Trivett made a motion to amend Section 11.115 - Temporary Commercial Signs to increase the number of permits allowed per year from six (6) to eight (8) and to amend the Placement section to read:

"Banners may only be placed on the building facade and cannot be freestanding. They may not exceed the roofline and/or parapet wall, with the exception of churches and non-profits, which shall be permitted a freestanding banner."

Commissioner Milele seconded the motion. The motion carried unanimously.

Commissioner Milele made a motion to amend Section 11.117 - Temporary Non-Commercial Signs by removing the language, "with no duplicate signs allowed," under Quantity. The section shall instead read: "Two (2) signs per candidate/issue/subject." Vice Mayor Trivett seconded the motion. The motion carried unanimously.

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

RESULT: ADOPTED AS AMENDED
MOVER: Jennifer Milele
SECONDER: Bill Trivett

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

Absent: Commissioner Hefner

Enactment No: 2026-50

9.C. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 175.52 ACRES OF PROPERTY ON CENTRAL PIKE, MAP 099, PARCEL 014.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1773**

Sponsors: Planning Commission Positive Recommendation

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

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, and Commissioner Milele

Absent: Commissioner Hefner

9.D. AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 175.52 ACRES OF PROPERTY ON CENTRAL PIKE, MAP 099, PARCEL 014.00 FROM WILSON COUNTY R-1 TO RS-20 PUD **1775**

Sponsors: Planning Commission Positive Recommendation

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

Items 9.C. and 9.D. were heard together without objection.

Commissioner Milele presented a slideshow of the development outlining amendments she would like to make to the ordinance and development plans. She stated that Signature Homes, the builder for this development, has been named the St. Jude Dream Home Builder and that its intention is to build a St. Jude Dream Home in Mt. Juliet in the near future.

Commissioner Milele made a motion that the existing barbed wire fencing shall remain and shall be maintained along the northern boundary to Del Webb, specifically March Place, Dahlgren Drive, Privateer Lane, and Paixham Place. In addition to Del Webb, the barbed wire fence along the northwest corner behind Bench Lane in Providence Landing, to the south along the preserved natural tree area, and the northeastern section south to the homes along Kilkenny Way, shall remain and be maintained. Mayor Maness seconded. The motion carried unanimously.

Commissioner Milele made a motion that the current drainage pattern between this project and Del Webb shall be maintained and protected so that flow stays on the project property as it exists today and, therefore, it shall not be altered. Any collection basins in the NW sector shall not be located directly on top of the boundary between Del Webb and this project. These basins shall be engineered and designed appropriately to retain stormwater and take downstream impacts to Stoner Creek into consideration. Mayor Maness seconded. The motion carried unanimously.

Commissioner Milele made a motion that a 30' complete "do not disturb" existing tree and greenspace buffer, without drip line coverage, shall remain on this property along the northern boundaries that abuts Del Webb. Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion that the existing natural tree and greenspace buffer on this property on the northeastern boundary and northwestern boundary shall remain as a "do not disturb" preservation area as according to the site plan, as in the example provided in the presentation. Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion that a tree inventory and preservation study shall

be prepared by a certified arborist, identifying existing trees within the preservation areas and adjacent limits of disturbance. Grading, utility installation, and construction disturbance shall occur outside protected root zones to the greatest extent possible. Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion that the portion of the nature trail that goes up into the wooded area north of the northern most pond in the northeast section of the property be removed and only exist no further north of the eastern most section of this pond, as indicated in the example provided. Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion to amend Public Works Condition #13 starting with the second sentence and state, "these lanes shall be approved by the city and TDOT prior to issuance of the Land Disturbance Permit (instead of construction)." Also, the last sentence shall read, "these improvements shall be completed prior to signing the 1st Final Plat" (instead of issuance of the LDP). Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion to amend Planning Condition #3, which matches the handout provided to staff and agreed upon by the Planning Commission that adds more detail and commitments to the variance request than what was originally presented. The condition shall be stated as follows:

Masonry Homes:

- At least fifty percent (50%) of the homes within the development shall be predominantly clad in masonry.
- Brick and/or stone shall be the primary exterior material on each elevation of the home.
- Brick and/or stone shall comprise not less than seventy-five percent (75%) of the aggregate net exterior wall area of the home, calculated across all elevations and excluding windows, doors, and garage doors. Cementitious siding may be used on bay projections, wall areas above rooflines, dormers, gables, and other architectural or accent features.

Cementitious Siding Homes:

- No more than fifty percent (50%) of the homes within the development may be predominantly clad in cementitious siding.
- Permitted cementitious siding may include horizontal lap siding, board-and-batten siding, shake siding, panel siding, or a combination thereof.
- Each cementitious siding home shall include a continuous brick or stone masonry skirt (foundation) on all elevations.
- The masonry skirt (foundation) shall extend from finished grade to the bottom of the siding so that no concrete or concrete masonry foundation is exposed following final grading.

Permitted Accent and Architectural Materials:

• Natural wood, cementitious trim, composite trim, cellular PVC or other PVC trim, and metal may be used for columns, beams, brackets, shutters, louvers, decorative panels, trim, porch elements, awnings, roofing accents, and other architectural features. Such materials shall not be considered primary exterior wall materials when calculating the percentages required by this section.

Vinyl Siding:

• Vinyl siding shall not be permitted.

Soffits, Fascia, and Eaves:

• Vinyl soffits, fascia, and other eave materials shall be permitted.

Masonry definition:

• For purposes of this section, masonry shall include brick, natural stone, manufactured stone veneer, and cast-stone architectural materials.

Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion to amend Planning Condition #6 and add "e" (after d) that states, "lots 220-239 be permitted a 15' front setback and 15' rear yard setback." Vice Mayor Trivett seconded. The motion carried unanimously.

Commissioner Milele made a motion to amend Planning Condition #32 to include the language, ", or install a landscape berm between rear of lots 2-5 to screen rear of houses from view of Central Pike. If landscape berm is utilized, it shall be approved by staff at FMDP." Vice Mayor Trivett seconded. The motion carried unanimously.

Mayor Maness made a motion to adopt all items recommended by the Planning Commission. Vice Mayor Trivett seconded. The motion carried unanimously.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading to the Board of Commissioners. 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, and Commissioner Milele

Absent: Commissioner Hefner

9.A. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 14.5 ACRES OF PROPERTY ON CHANDLER ROAD, MAP 076, PARCEL 008.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **1738**

Sponsors: Planning Commission Positive Recommendation

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

Items 9.A. and 9.B. were heard together without objection. Bill Charles, 157 Riverside Drive, Nashville, who represented the project and Michael Dewey, 2925 Berry Hill Drive, Nashville, engineer of record answered questions from the Commission.

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, and Commissioner Milele

Absent: Commissioner Hefner

9.B. AN ORDINANCE TO REZONE AND ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR APPROXIMATELY 14.5 ACRES OF PROPERTY ON CHANDLER ROAD, MAP 076, PARCEL 008.00 FROM WILSON COUNTY R-1 TO RS-20 PUD **1740**

Sponsors: Planning Commission Positive Recommendation

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

Items 9.A. and 9.B. were heard together without objection. Bill Charles, 157 Riverside Drive, Nashville, who represented the project and Michael Dewey, 2925 Berry Hill Drive, Nashville, engineer of record answered questions from the Commission.

Mayor Maness made a motion to adopt the recommendations and conditions from the Planning Commission, Planning Department, and Public Works Department. Vice Mayor Trivett seconded the motion. The motion carried unanimously.

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, and Commissioner Milele

Absent: Commissioner Hefner

9.E. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 10555 LEBANON PIKE, APPROXIMATELY 1.5 ACRES, MAP 054, PARCEL 024.00 FROM RS-40, LOW DENSITY RESIDENTIAL, TO CRC, COMMERCIAL RETAIL CENTER **1769**

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 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, and Commissioner Milele

Absent: Commissioner Hefner

10. Adjournment

Mayor Maness adjourned the meeting at 7:34pm.

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

File #: 1681 **Agenda Date:** 7/27/2026 **Agenda #:** 8.A.

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: June 22, 2026
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

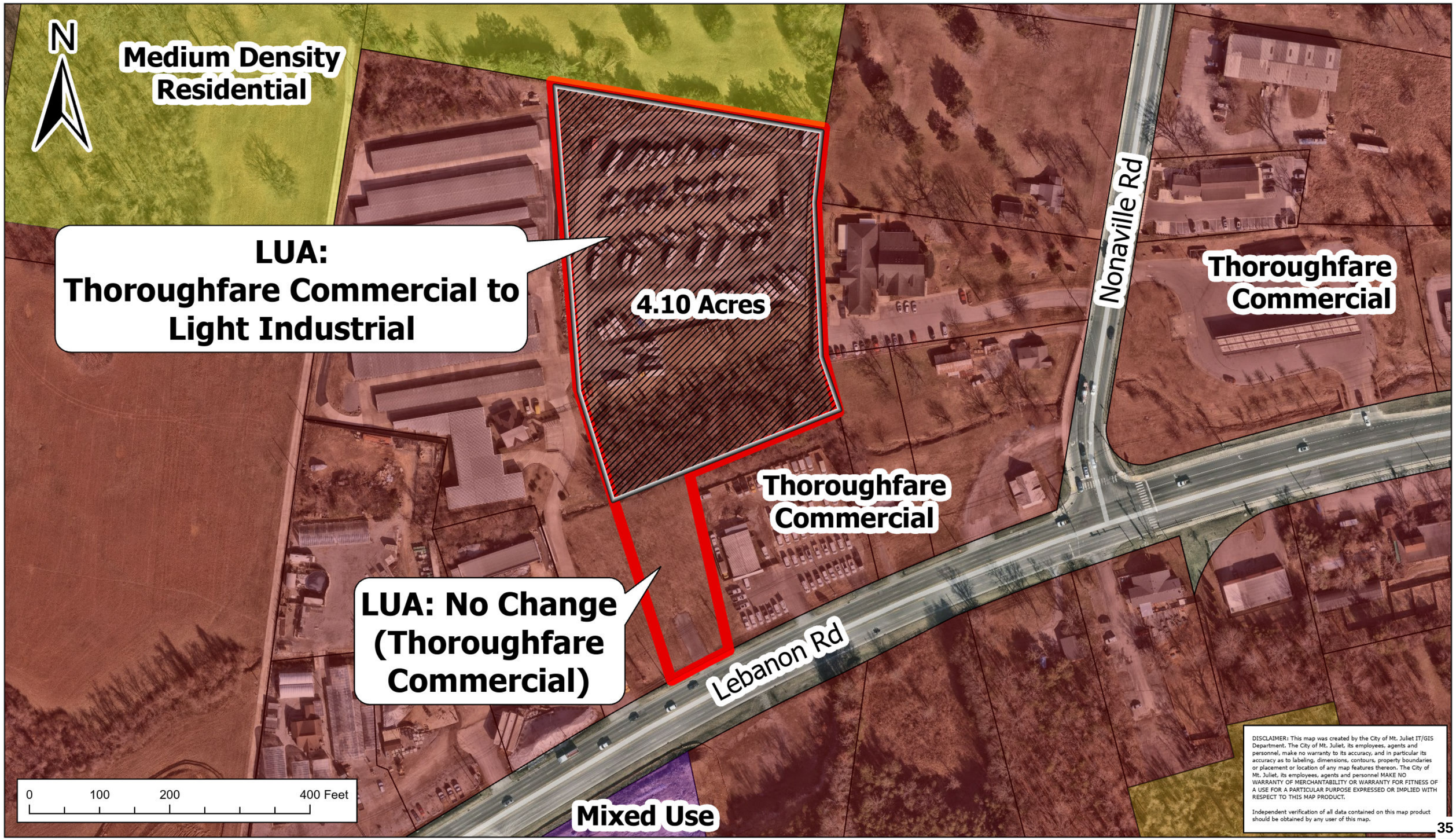
Exhibit A – Legal Description

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.

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

File #: 1682 **Agenda Date:** 7/27/2026 **Agenda #:** 8.B.

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 July 1, 2026; 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: June 22, 2026
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

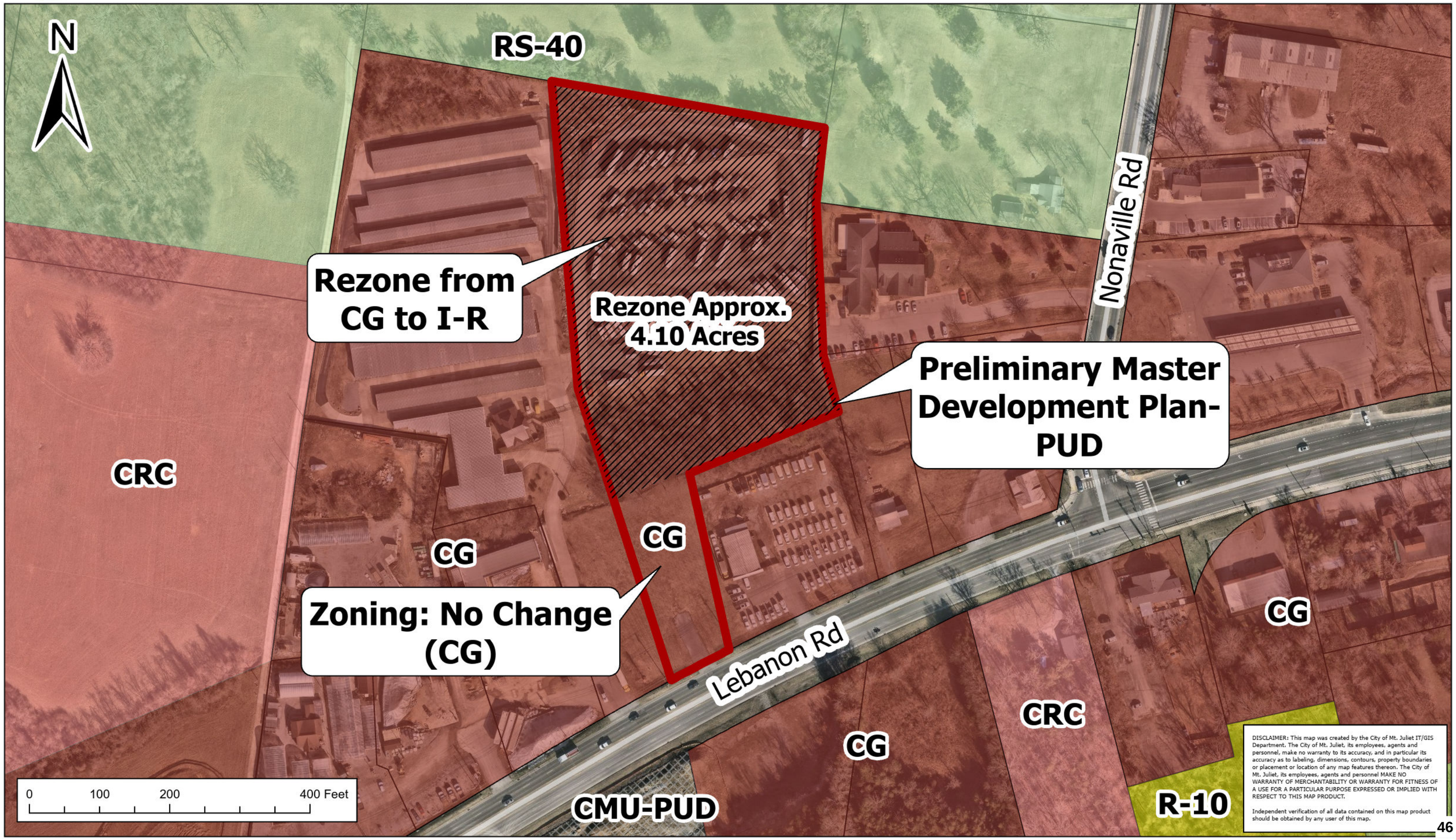
Exhibit A – Legal Description

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
PMDP-PUD & Rezone

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.

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

File #: 1805 **Agenda Date:** 7/27/2026 **Agenda #:** 8.C.

Title:

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE STORMWATER DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

RESOLUTION - 2026

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE STORMWATER DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

WHEREAS, the City of Mt. Juliet seeks to upgrade the infrastructure facilitating stormwater drainage within Clearview Estates and Belinda City and

WHEREAS, the City of Mt. Juliet has received and reviewed seven (7) bids for the project and finds Underground Pipe & 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 $1,567,222.13, 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

Executive Summary

The project: Furnishing all labor, materials, equipment, and incidentals for stormwater drainage improvements at the Clearview Drive, Weston Drive, and Belinda Parkway sites, including excavation and rock removal, culvert and drainage structure installation, channel and outfall improvements, utility coordination, erosion control, and full site restoration for complete and functional installations.

Contract: The City of Mt. Juliet has received and reviewed seven (7) bids and finds Underground Pipe & Construction Co., LLC to be the lowest responsive, responsible bidder for the project in the amount of $1,567,222.13.

Funding: This project is fully funded through the approved FY26-27 budget.

Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

CDM Smith

Bid Tabulation
City of Mt. Juliet, TN Stormwater Drainage Improvements

6/22/2026 2PM CDT

PART 1: BASE BID

Item No.	Description	Estimated Quantity	Contractor							
			Nxt Gen Excavating	Underground Pipe & Construction, LLC	TugSun Group Inc	Fischer Excavating, Inc.	Adams Contracting, LLC	West Farms & Construction, LLC	Walker Building Group, LLC	Isinguard Construction Group, Inc.
1	Construction of stormwater improvements including culvert replacements, drainage system upgrades, and associated roadway work at Clearview/Barrett Drive and Weston Drive.	Lump Sum	$609,285.89	$942,921.23	$1,132,411.00	$987,562.00	$1,570,000.00	$1,561,970.00	$2,002,800.00	$2,131,158.00
2	Construction of stormwater improvements including culvert replacements, drainage system upgrades, and associated roadway work at Belinda Parkway.	Lump Sum	$358,377.03	$619,300.90	$503,781.00	$657,300.00	$815,000.00	$938,030.00	$913,400.00	$836,618.00
TOTAL PART 1 (BASE BID) PRICE (IN NUMBERS)			$967,662.92	$1,562,222.13	$1,636,192.00	$1,644,862.00	$2,385,000.00	$2,500,000.00	$2,916,200.00	$2,967,776.00

PART 2: ALLOWANCE ITEMS

Item No.	Description	Estimated Quantity	Contractor							
			Nxt Gen Excavating	Underground Pipe & Construction, LLC	TugSun Group Inc	Fischer Excavating, Inc.	Adams Contracting, LLC	West Farms & Construction, LLC	Walker Building Group, LLC	Isinguard Construction Group, Inc.
1	Concrete Testing Services	Lump Sum	$5,000	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
TOTAL BID (IN NUMBERS)			$972,662.92	$1,567,222.13	$1,641,192.00	$1,649,862.00	$2,390,000.00	$2,505,000.00	$2,921,200.00	$2,972,776.00
Notes			**Rejected by City, per Articles 8 and 11 of Instructions to Bidders**	**Apparent lowest responsive and responsible bidder**	**No issues**	**Discrepancy in page 1 of bid form**	**No issues**	**No issues**	**No issues**	**Discrepancy in page 2 of bid form**

CERTIFICATION

I hereby certify that the foregoing is a true and correct tabulation of bids received for the City of Mt. Juliet Neighborhood Stormwater Drainage Improvements Project at 2:00 p.m. local time on June 22, 2026.

Anne Elise Wester

Anne Elise Wester, PE, PhD, PMP
Project Manager, CDM Smith Inc.
TN License No. 131269

June 25, 2026

Mr. Shane Shamanur, PE
Director of Engineering
115 Clemmons Road
Mt. Juliet, Tennessee 37122

Subject: City of Mt. Juliet Neighborhood Stormwater Drainage Improvements Bid Evaluation

Dear Mr. Shamanur:

Bids for the City of Mt. Juliet Neighborhood Stormwater Drainage Improvements Project were received by the City of Mt. Juliet and CDM Smith at 2:00 p.m. local time on June 22, 2026, at 2425 N. Mt. Juliet Road, Mt. Juliet, TN 37122. As shown below, a total of eight sealed bids were received, opened and read aloud for the construction project. A Certified Bid Tabulation of all bids is attached for your review. The bids are summarized as follows:

Bidder	**Total Bid Amount**
* Nxt Gen Excavating	$972,662.92
Underground Pipe & Construction, LLC	**$1,567,222.13**
TugSun Group Inc.	$1,641,192
Fischer Excavating, Inc.	$1,649,862
Adams Contracting, LLC	$2,390,000
West Farms and Construction, LLC	$2,505,000
Walker Building Group, LLC	$2,921,200
Isinguard Construction Group, Inc.	$2,972,776

**Bid rejected*

Nxt Gen Excavating's bid was rejected by the City of Mt. Juliet due to an incomplete bid submittal in accordance with the provisions of the Instructions to Bidders.

Upon review of all complete bid packages and the available project budget, the City of Mt. Juliet desires to proceed with awarding the project based on the lowest responsive total lump sum bid amount. The lowest responsive bid was submitted by Underground Pipe & Construction, LLC. **CDM Smith recommends Underground Pipe & Construction, LLC be awarded the project in the amount of $1,567,222.13.**

Should you have any questions or need any additional information, do not hesitate to contact me at your convenience.

Sincerely,

Anne Elise Wester, PE, PhD, PMP
CDM Smith Inc.

City of Mt. Juliet, TN
Clearview, Belinda, and Weston

100% Submittal – Issued for Bid

Stormwater Drainage Improvements

Contract Documents and Technical Specifications

Prepared for:

City of Mt. Juliet

Issue Date:

May 2026

CDM Smith

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SECTION 001116.16 - INVITATION TO BID

City of Mt. Juliet, Tennessee
Stormwater Drainage Improvements

INVITATION TO BID

Sealed Bids for construction of Mt. Juliet Stormwater Drainage Improvements will be received by City of Mt. Juliet Finance Department, attn. Dana Hire, Director of Finance, until 2:00 PM CST on June 22, 2026 and at that time and place bids will be publicly opened and read aloud.

Contract Documents may be examined and/or obtained at the Finance Department for the City of Mt. Juliet, located at 2425 N. Mt Juliet Road, Mt. Juliet, TN 37122

Contract Documents are available for examination online at http://dodgeprojects.construction.com/

Each Bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by a Bid Security in the amount of **five** percent of the Bid, in the form of a cashier's check.

Bidders may not withdraw their Bids after the actual date of the opening of the Bids.

The Successful Bidder must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to the Owner, in the form of a cashier's check.

Complete instructions for filing Bids are included in the Instructions to Bidders.

The Owner reserves the right to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

[_____]

[_____]

END OF DOCUMENT 001116.16

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SECTION 002113.16 - INSTRUCTIONS TO BIDDERS

City of Mt. Juliet, Tennessee

Stormwater Drainage Improvements

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

1.1 Bidders may be investigated by OWNER to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of OWNER's or ENGINEER's request, written evidence of such information and data necessary to make this determination.

1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure OWNER that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.

1.3 In evaluating Bids, OWNER will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.

1.4 OWNER reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.

ARTICLE 2. COPIES OF CONTRACT DOCUMENTS

2.1 Complete sets of Contract Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

2.2 OWNER and ENGINEER in making copies of Contract Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents.

3.2 Boring locations and subsurface exploration results are included in the Appendix.

3.3 Surveys and investigative reports of subsurface or latent physical conditions at the site which have been relied upon by ENGINEER in preparing the Contract Documents. Copies of these reports are

included in the Appendix. These reports are not guaranteed or warranted as to accuracy or completeness, nor are they part of the Contract Documents.

3.4 On request, OWNER may provide each Bidder access to the site to conduct investigations and tests as each Bidder deems necessary for the submission of a Bid. Bidders will have the right to access the site at the Pre-bid meeting.

3.5 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Drawings.

3.6 The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 4. INTERPRETATIONS

4.1 All questions about the meaning or intent of the Contract Documents shall be received in writing by CDM Smith, through email to Anne Elise Wester (westerae@cdmsmith.com) least ten days before the date set herein for the opening of bids.

4.2 Written clarifications or interpretations will be issued by Addenda not later than five days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be posted to the plan room and all parties recorded as having received the Contract Documents will be notified via email.

4.3 Bidders are responsible for determining that they have received all Addenda issued.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A pre-bid conference will be held on June 11, 2026 at 1PM Central time at 115 Clemmons Road, Mt. Juliet, TN 37122 to discuss the requirements of the Contract Documents.

ARTICLE 6. BID SECURITY

6.1 Each Bid must be accompanied by cash, bid bond, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to OWNER. The Bid Security shall be in the amount stated in the Invitation to Bid. Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid. All Bid Securities except those of the three lowest responsible and eligible Bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the Bids. All Bid Securities will be returned on the execution of the Agreement or if no award is made, within thirty days, excluding Saturdays, Sundays and legal holidays after the actual date of opening of the Bids, unless forfeited under the conditions herein stipulated.

6.2 In case a party to whom a Contract is awarded shall fail or neglect to execute the Agreement and furnish the satisfactory bonds within the time specified, OWNER may determine that the Bidder has abandoned the Contract, and thereupon the Bid Forms and acceptance shall be null and void and the Bid Security accompanying the Bid Form shall be forfeited to OWNER as liquidated damages for such failure or neglect and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Agreement and furnish the bonds as aforesaid, provided that the amount forfeited to OWNER shall not exceed the difference between the Bid Price of said Bidder and that of the next lowest responsible and eligible bidder and provided further that, in case of death, disability, or other unforeseen

circumstances affecting the Bidder, such Bid Security may be returned to the Bidder. After execution of the Agreement and acceptance of the bonds by OWNER, the Bid Security accompanying the Bid Form of the Successful Bidder will be returned.

ARTICLE 7. PERFORMANCE, PAYMENT AND OTHER BONDS

7.1 Performance, Payment and other Bonds shall be provided in accordance with Article 6 of the Conditions of the Contract.

7.2 All Bonds required as Contract Security shall be furnished with the executed Agreement.

ARTICLE 8. BID FORM

8.1 Each Bid shall be submitted on the Bid Form on the perforated pages appended to the Project Manual. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.

8.2 Bid Forms shall be completed in ink or type. The Bid price of each item on the form shall be stated in words, and numerically. Discrepancies between words and numbers will be resolved in favor of words.

8.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

8.4 Bids by Limited Liability Companies shall be executed in the Limited Liability name by the Manager (or other Limited Liability Company officer/representative accompanied by evidence of authority to sign.) The Limited Liability Company address and state where the Limited Liability Company was formed shall be shown below the signature.

8.5 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.

8.6 All names shall be typed or printed below the signature.

8.7 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

8.8 The address to which communications regarding the Bid are to be directed shall be shown.

8.9 One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the Bidder's name, address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 9. RECEIPT OF BIDS

9.1 Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid.

9.2 OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

9.3 Bidders are cautioned that it is the responsibility of each individual bidder to assure that their bid is in the possession of the responsible official or the designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

ARTICLE 10. MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.

10.3 Any Bid received after the time and date specified shall not be considered. No Bid may be withdrawn after the actual date of the opening of the Bids.

ARTICLE 11. AWARD OF CONTRACT

11.1 The Contract will be awarded to the lowest responsible and eligible Bidder (Successful Bidder). Such a Bidder shall possess the skill, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to the faithful performance of the Work.

11.2 OWNER reserves the right to reject any and all Bids, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard all nonconforming, non-responsive or conditional Bids.

11.3 A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.

11.4 OWNER also reserves the right to reject the Bid of any Bidder that OWNER considers to be unqualified relative to Article 1 above.

11.5 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All bids shall remain open for thirty days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids but OWNER may, at OWNER's sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 12. EXECUTION OF AGREEMENT

12.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by unsigned copies of the Agreement and all other applicable Contract Documents. Within five days, excluding Saturdays, Sundays and legal holidays, after the date of receipt of such notification CONTRACTOR shall execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER.

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ARTICLE 13. SAFETY AND HEALTH REGULATIONS

13.1 This project is subject to the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24,1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.

13.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

13.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the Site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

END OF DOCUMENT 002113.16

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SECTION 004113.16 - BID FORM

BID FORM

To: City of Mt. Juliet, TN

For: City of Mt. Juliet, TN Stormwater Drainage Improvements

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, Nashville, TN and dated May, 2026 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence 20 days following the Effective Date of the Agreement and to fully complete the within 120 Calendar Days and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, $500 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

_____

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required for the Contract Price of $_____. Amount in words:_____

BID SCHEDULE

PART 1 – BASE BID

Item No.	Description	Estimated Quantity	Unit Price	Total Price
1	Construction of stormwater improvements including culvert replacements, drainage system upgrades, and associated roadway work at Clearview/Barrett Drive and Weston Drive.	Lump Sum		$
2	Construction of stormwater improvements including culvert replacements, drainage system upgrades, and associated roadway work at Belinda Parkway.	Lump Sum		$

TOTAL PART 1 (BASE BID) PRICE (IN NUMBERS):

$_____

TOTAL PART 1 (BASE BID) PRICE (IN WORDS):

$_____

PART 2 – ALLOWANCES

Item No.	Description	Estimated Quantity	Unit Price	Total Price
1	Concrete Testing Services	Lump Sum		$5,000

TOTAL PART 2 (ALLOWANCE ITEMS) PRICE (IN NUMBERS):

$5,000

TOTAL PART 2 (ALLOWANCE ITEMS) PRICE (IN WORDS):

Five Thousand Dollars and 00/100

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PART 3 – BID SUMMARY

ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS	
TOTAL PART 1 (BASE BID)	$ _____
TOTAL PART 2 (ALLOWANCE ITEMS)	$ _5,000_____
TOTAL BID (in numbers)	$ _____
TOTAL BID (in words)	_____ _____

TOTAL PART 1 (BASE BID) PRICE (IN NUMBERS):

$_____

TOTAL PART 1 (BASE BID) PRICE (IN WORDS):

$_____

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

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The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

_____

_____

_____

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____ _____

Social Security Number or Federal Identification Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

_____
(Name)

By: _____
(Title)

_____
(Business Address)

_____
(City and State)

Date _____

If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

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END OF SECTION 004113.16

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SECTION 005214.16 - AGREEMENT

City of Mt. Juliet, Tennessee

Stormwater Drainage Improvements

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year 20__ by and

between the City of Mt. Juliet hereinafter called OWNER, and _____ hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith, 210 25th Avenue North, Suite 1102, Nashville, TN 37203 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be completed on or before 365 days after Notice to Proceed.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 012900 “Payment Procedures”.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as defined in this Contract. All progress payments will be in accordance with Section 012900 “Payment Procedures”.

6.2 Prior to Substantial Completion, progress payments will be in an amount equal to 5% percent of the value of the Work completed and 5% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 5% percent of the Contract Price, less retainages as ENGINEER shall determine, in accordance with Paragraph 15.01. of the Conditions of the Contract.

6.4 Upon final inspection and acceptance of the Work, in accordance with Section 012900 “Payment Procedures”, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7. LIQUIDATED DAMAGES

[7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $500 per day for each calendar day of delay until the Work is complete.]

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05. of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06. of the General Conditions.

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of this agreement.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2018 edition, Payment Bond, EJCDC Document C-615, 2018 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2018 edition. Supplementary Conditions are not included.

9.1.7 Specifications (as listed in Table of Contents).

9.1.8 Drawings, numbered 1 through 20, inclusive and dated May 2026.

9.1.9 Addenda (inclusive).

9.1.10 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, 20__.

CONTRACTOR	OWNER
_____	_____
BY	BY
_____	_____
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest	Attest
_____	_____
Address for giving notices	Address for giving notices
_____	_____
_____	_____

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214.16

PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Mt. Juliet, Tennessee**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Stormwater Drainage Improvements**
2425 N. Mt Juliet Road, Mt. Juliet, TN 37122	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
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 is considered plural where applicable.

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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.

1. 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.

2. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   2.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may 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 will 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   2.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   2.3. 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.

3. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does 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.

4. 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:

   4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   4.3. 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

   4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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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.

5. 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.

6. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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:

   6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   6.2. 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

   6.3. 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.

7. 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.

8. 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

9. 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.

10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must 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 will be applicable.

11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

12. 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

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said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

    13.1. *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.

    13.2. *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.

    13.3. *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.

    13.4. *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.

    13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

15. Modifications to this Bond are as follows: **None**

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PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Mt. Juliet**	Description *(name and location)*: **Stormwater Drainage Improvements**
Mailing address *(principal place of business)*: **2425 N. Mt Juliet Road, Mt. Juliet, TN 37122**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
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 is 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 will 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 will 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 will 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

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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 will 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 will 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 will 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 satisfying 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.

12. No suit or action will 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 will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

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16.1.3. 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;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. 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 is 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; contesting an initial decision by

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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.

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 has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *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.

24. *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.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *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.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *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.

30. *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.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *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.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *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.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *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.

37. *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.

38. *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 or areas furnished by Owner which are designated for the use of Contractor.

39. *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.

40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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

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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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. No Supplementary Conditions are included as part of these Contract Documents. Where EJCDC General Conditions referenced Supplementary Conditions, the applicable requirements may be addressed elsewhere in the Contract Documents. References to "Supplementary Conditions" have been revised to refer to the "Contract Documents," where appropriate.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Contract Documents, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *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

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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.

50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: 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*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. 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 Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. 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 Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Contract Documents expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise 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

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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. 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.

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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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract 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 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 take

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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 in writing 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.

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 notify Owner and Contractor in writing 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.

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 versions, 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 precludes Contractor from retaining copies of the Contract Documents for record purposes.

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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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must 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 will 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 Contract Price or 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.

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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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, or otherwise;

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(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 in a court of competent jurisdiction; 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 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 will 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 Contract Documents identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents 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 Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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:

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;
2. is of such a nature as to require a change in the Drawings or Specifications;
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 whether it is necessary for Owner to obtain 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; 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

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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. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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;

    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 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, then any such adjustment will 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, 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.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Contract Documents, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. 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 on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after 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), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; 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

4. 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

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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. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. 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;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Contract Documents identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 Contract Documents 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 Paragraph 1.01.A.46.b. 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;

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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

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, 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 obligates 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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Contract Documents, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Contract Documents or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. 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.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Contract Documents.

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

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required limits and coverages. Unless a different standard is indicated in the Contract Documents, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Contract Documents.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Contract Documents as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain 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.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Contract Documents.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;

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4. apply with respect to the performance of the Work, whether such performance is 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; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Contract Documents;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

D. *Required Limits of Contractor's Liability Insurance*

1. $2,000,000 Umbrella Liability policy

2. Commercial General Liability coverage of $1,000,000 per occurrence and $2,000,000 aggregate

3. Automobile Liability coverage of $1,000,000 combined single limit

4. Statutory Workers Compensation with $1,000,000 Employers Liability limits

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Contract Documents or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Contract Documents.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

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C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Contract Documents), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.

1. 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, risks, 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 individuals or entities identified in the Contract Documents as builder's risk or installation floater 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.

2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after

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Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Contract Documents 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. 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 will 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.

7.04 *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.

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B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) 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) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item 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.

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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.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:

   a. will 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 the item specified; and

      3) be suited to the same use as the item 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

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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 the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

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B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

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M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 *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.

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7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *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.

7.13 *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.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. 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.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).

E. 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.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Contract Documents or Specifications.

H. 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.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

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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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) 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

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

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b. Data shown on the Shop Drawings must 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 provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

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.C.

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. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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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 is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, 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.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

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. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. 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 will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

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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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

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E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. 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.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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

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proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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 Contract Documents 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 Contract Documents, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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.

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1. 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 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 8.03.B.

2. 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 Contractor.

C. 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 will 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.

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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.

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 (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.

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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 10.07. Particularly, but without limitation, during 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 *Resident 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 Contract Documents, and limitations on the responsibilities thereof will be as provided in the Contract Documents and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Contract Documents.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

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10.06 *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.

10.07 *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, will 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.

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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

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C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. 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 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

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11.04 *Field Orders*

A. 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.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);

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 11.07.C.2); or

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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 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 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

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B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: 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.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must 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.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.

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5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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 are subject 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;

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; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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

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resolving the Claim by mutual agreement. All actions taken on a Claim will 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 will 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 will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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.

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B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.

5. Other costs consisting of 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, 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.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the

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basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Contract Documents. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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.

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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 does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. 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.

6. Expenses incurred in preparing and advancing Claims.

7. 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*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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.

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 for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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

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conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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 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 with such procedures and programs 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 will 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.

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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 will 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 will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to 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 written 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

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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 will 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.

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, 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.

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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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 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 for 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

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Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. 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:

   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,

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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;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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

   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.

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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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

   j. Liquidated or other 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; or

   l. Other items entitle 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 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

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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 7 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 will 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 7 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.

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.

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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 15.03.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 6.04 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 inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

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2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment*: 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *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 and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount

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recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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 as a Claim, 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 Contract Documents or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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D. 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.

E. 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.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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.

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D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 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, 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 days' written notice to Owner and Engineer, and provided Owner or

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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, 7 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 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, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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 Contract Documents;

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 Contract Documents 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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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.

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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

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18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 011000 – SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work restrictions.
4. Specification and Drawing conventions.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: Mt. Juliet Stormwater Drainage Improvements.

1. Project Location: The work of this Contract is located in the City of Mt. Juliet, Tennessee. The project area is broken into three different sites for the stormwater drainage improvement work. The sites include the neighborhoods surrounding Clearview and Barrett Drive, Belinda Parkway, and Weston Drive. All of the work associated with this Contract is located within existing road rights-of-way or easements.

B. Owner: City of Mt. Juliet, Tennessee— 115 Clemmons Road, Mt. Juliet, TN, 37122.

C. Engineer: CDM Smith— 210 25th Avenue North, Suite 1102, Nashville, TN 37203.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. Type of Contract: Project will be constructed under a single prime contract.

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1.6 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated in the Drawings. Do not disturb portions of Project site beyond areas in which the Work is indicated. Confine construction operations to the Limits of Disturbance.

B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
2. Comply with "015526 – Traffic Control".

B. On-Site Work Hours: Limit work to between 9 a.m. to 3 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Weekend and Early Morning Hours: Not permitted unless otherwise noted or unless pre-approval is received from Owner and authorities having jurisdiction with a minimum of 1-week prior notice.
2. Hours for Utility Shutdowns: Coordinate with Owner and applicable authorities.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:

1. Notify Engineer and Owner not less than one week in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.

1. Notify Engineer and Owner not less than three days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 011000

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Testing and inspecting allowances.

C. Related Requirements:

1. Section 012600 “Contract Modification Procedures” for procedures for submitting and handling Change Orders.
2. Section 014000 “Quality Requirements” for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Engineer from the designated supplier.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices, delivery slips, time sheets, reports and other documentation as verification of services provided.

B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work. Comply with requirements in Section 013300 “Submittal Procedures.”

1.7 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. Contractor is responsible for selecting and subcontracting testing services. Selection must comply with Section 014000 “Quality Requirements” be approved by Engineer.

C. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

D. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and not included in the allowance.

E. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No.1: Testing and Inspection Allowance: Include the sum of $5,000.00 for testing concrete to be provided by Owner as specified in Section 334100 “Storm Utility Drainage Piping.”

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 016000 “Product Requirements” for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Certificates and qualification data, where applicable or requested.

f. Cost information, including a proposal of change, if any, in the Contract Sum.
g. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
h. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation.

a. Forms of Acceptance: Change Order (EJCDC C-941-2018) or Work Change Directive (EJCDC C-940-2018).

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals from authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
2. Section 013100 “Project Management and Coordination” for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue Field Orders authorizing minor changes in the Work, not involving adjustment to the Contract Price or the Contract Time, on EJCDC Form C-942.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Requests For Proposal (RFP) issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
2. Within 20 days, after receipt of RFP, submit a quotation estimating adjustments to the Contract Price and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required and unit costs, with total amount of purchases and credits to be made.
    b. Include costs of labor and supervision directly attributable to the change.
    c. Include an updated Contractor's construction schedule that indicates the effect of the change.
    d. Quotation Form: Use forms acceptable to Engineer.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Price and the Contract Time.
2. Include a list of quantities of products required and unit costs, with total amount of purchases and credits to be made.
3. Include costs of labor and supervision directly attributable to the change.
4. Include an updated Contractor's construction schedule that indicates the effect of the change.
5. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Price to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Change Order Request, Engineer will issue a Change Order for signatures of Owner and Contractor on EJCDC Form C-941.

1.7 WORK CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Price or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012100 “Allowances” for procedural requirements governing the handling and processing of allowances.
2. Section 012600 “Contract Modification Procedures” for administrative procedures for handling changes to the Contract.
3. Section 013200 “Construction Progress Documentation” for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

B. Payment Application Times: Submit Application for Payment to Engineer by the seventh (7^{th}) day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Application for Payment Forms: Use EJCDC Document C-620 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Transmittal: Submit Application for Payment to Engineer by electronic PDF

F. Maintain an updated set of drawings to be used as record drawings in accordance with Section 017839 “Project Record Documents”. As a prerequisite for monthly progress payments, exhibit the updated record drawings for review by Owner and Engineer for completeness and accuracy.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule.
4. Products list (preliminary if not final).
5. Submittal schedule.
6. List of Contractor's staff assignments.
7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
8. Initial progress report.

H. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

    a. Complete administrative actions, submittals, and Work proceeding this application, as described in Section 017700 “Closeout Procedures”.

2. Include initial submittal of closeout record drawings in accordance with Section 017839 “Project Record Documents”.
3. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Final submittal of closeout record drawings in accordance with Section 017839 “Project Record Documents”.
5. Updated final statement, accounting for final changes to the Contract Sum.
6. Evidence that claims have been settled.
7. Proof that taxes, fees, and similar obligations are paid.
8. Waivers and releases.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. RFIs.
2. Digital project management procedures.
3. Project meetings.

B. Related Requirements:

1. Section 013200 “Construction Progress Documentation” for preparing and submitting Contractor's construction schedule.
2. Section 013300 “Submittal Procedures” for preparation of digital files.
3. Section 017300 “Execution” for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Section 017700 “Closeout Procedures” for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list at each active project site. Keep list current at all times.

1.5 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Owner name.
3. Owner's Project number.
4. Name of Engineer .
5. Engineer's Project number.
6. Date.
7. Name of Contractor.
8. RFI number, numbered sequentially.
9. RFI subject.
10. Specification Section number and title and related paragraphs, as appropriate.
11. Drawing number and detail references, as appropriate.
12. Field dimensions and conditions, as appropriate.
13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
14. Contractor's signature.
15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Form with substantially the same content as indicated above, acceptable to Engineer.

1. Attachments shall be electronic files in PDF format.

D. Engineer's Action: Engineer will review each RFI, determine action required, and respond.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.

d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Engineer's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 “Contract Modification Procedures”.

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 5 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer .
4. RFI number, including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.
8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within five days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of Engineer's Digital Data Files: Digital data files of Engineer's CAD drawings may be provided by Engineer for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
2. Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Engineer.

a. Subcontractors and other parties granted access by Contractor to Engineer's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Engineer.

B. Digital File Preparation: Where Digital files are required to be submitted to Engineer, refer to Section 013300 “Submittal Procedures” and related specifications.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated. Meetings must be made with a virtual call-in option.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times a minimum of seven days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Meeting must be made with a virtual call-in option.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Responsibilities and personnel assignments.
b. Tentative construction schedule.
c. Phasing.
d. Critical work sequencing and long lead items.
e. Designation of key personnel and their duties.
f. Lines of communications.
g. Procedures for processing field decisions and Change Orders.
h. Procedures for RFIs.
i. Procedures for testing and inspecting.
j. Procedures for processing Applications for Payment.
k. Distribution of the Contract Documents.
l. Submittal procedures.
m. Preparation of Record Documents.
n. Work restrictions.
o. Working hours.
p. Procedures for disruptions and shutdowns.
q. Construction waste management and recycling.
r. Parking availability.
s. Work and storage areas.
t. First aid.
u. Security.
v. Progress cleaning.
w. List of major subcontractors and suppliers.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at monthly intervals. Meetings must be made with a virtual call-in option.
1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Engineer, the Contractor's key personnel concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site use.
8) Progress cleaning.
9) Quality and work standards.
10) Status of correction of deficient items.
11) Field observations.
12) Status of RFIs.
13) Status of Proposal Requests.
14) Pending changes.
15) Status of Change Orders.
16) Pending claims and disputes.
17) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Construction schedule updating reports.
3. 2-week schedule look-ahead updates
4. Weekly construction reports.
5. Unusual event reports.

B. Related Requirements:

1. Section 014000 “Quality Requirements” for schedule of tests and inspections.
2. Section 012900 “Payment Procedures” for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.
3. Section 013300 “Submittal Procedures” for submittal requirements.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Comply with Section 013300 “Submittal Procedures”. Submit required submittals in the following format:

1. Working electronic copy of schedule file.
2. Digital PDF file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. Construction Schedule Updating Reports: Submit at monthly intervals, to coincide with Applications for Payment submittal.

D. Weekly Construction Reports: Submit at monthly intervals, to coincide with Applications for Payment submittal.

E. Unusual Event Reports: Submit at time of unusual event.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Program Description:

1. A construction schedule shall be used to control the Work and to provide a basis for determining job progress. The construction schedule shall be prepared and maintained by the Contractor. All work shall be done in accordance with the established schedule. The Contractor and all subcontractors shall cooperate fully in developing the construction schedule and in executing the work in accordance with the schedule.

B. Computer Scheduling Software: Prepare schedules as specified in Section 013100 “Project Management and Coordination”.

C. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.

D. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
2. Activities to facilitate the Work: Indicate start and completion dates for the following as applicable:

    a. Securing of approvals and permits required for performance of the Work.
    b. Interfaces with Separate Contracts.
    c. Regulatory agency approvals.
    d. Punch list.

3. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate

activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 “Submittal Procedures” in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 “Summary”. Delivery dates indicated stipulate the earliest possible delivery date.
2. Work Restrictions: Show the effect of the items causing restrictions to the schedule, which may include, but are not limited to, the following:

    a. Uninterruptible services.
    b. Seasonal variations.
    c. Environmental control.

F. Acceptability:

1. Comply with Section 013300 “Submittal Procedures”.
2. Submit the schedule submittals, as specified, and resubmit as needed, until they are in compliance with Contract requirements.
3. The Engineer's review of the Contractor's construction schedule submittals will only be for conformance with the Contract requirements – including but not limited to contract time and work sequences specified in the contract documents. The Engineer's review of the schedule shall not include the Contractor's means and methods of construction or safety. The Engineer's concurrence, acceptance, or approval of the Contractor's schedule submittals will not relieve the Contractor from responsibility for complying with the Contract Scope, Contract Time or any other contract requirement. Any indication of concurrence, acceptance, or approval of the Contractor's schedule will only indicate a general conformance with the Contract Requirements.
4. Engineer's review of the Contractor's construction schedule submittals shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called Engineer’s attention to such deviations at the time of submission and Engineer has given written concurrence to the specific deviations, nor shall any concurrence by the Engineer relieve Contractor from responsibility for errors and omissions in the submittals. Concurrence of the schedule by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the Work within the Contract completion date(s).
5. Concurrence, acceptance, or approval of the Contractor's schedule by the Engineer in no way makes the Engineer an insurer of the schedule's success, nor liable for time or cost overruns resulting therefrom.

6. Failure to include any element of work required for the performance of this Contract will not excuse the Contractor from completing all Work required within the Contract completion date(s), notwithstanding the review of the network by the Engineer.
7. Except where earlier completions are specified, schedules which show completion of all work prior to the contract completion date may be indicated; however, in no event shall they constitute a basis for claim for delay by the Contractor.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. As the Work progresses, indicate Final Completion percentage for each activity. Activities shall not be considered to be complete until they are in fact 100 percent complete.

H. Recovery Schedule: When periodic update indicates the Work is 21 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

I. The contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, the Contractor shall furnish such justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Engineer will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities which, according to the schedule, do not affect any contract completion date shown by the critical path will not be the basis for a change therein.

J. Distribution: Distribute copies of approved schedule to Engineer, Owner, and other parties identified by Contractor with a need-to-know schedule responsibility. Maintain at least one hard copy on project site.

1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.7 SCHEDULE REQUIREMENTS

A. Submit schedule within 30 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction.

B. Schedule Preparation: Prepare a list of all activities required to complete the Work. Identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Testing and inspection.
i. Punch list and Final Completion.
j. Activities occurring following Final Completion.
k. Contract milestones.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

C. Contract Modifications: For each proposed contract modification and concurrent with its submission, demonstrate the effect of the proposed change on the overall Project schedule.

D. Initial Issue of Schedule: Initial schedule should identify critical activities and report the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Start and finish dates.
4. Activity duration in workdays.
5. Dollar value of activity (coordinated with the schedule of values).

E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in start and finish dates.
3. Changes in activity durations in workdays.
4. Changes in the critical path.
5. Changes in the Contract Time.

F. Insert articles for other schedules and lists to suit Project, depending on complexity.

1.8 2-WEEK SCHEDULE LOOK-AHEAD UPDATES

A. On a 2-week basis throughout the duration of the Project, submit a 2-week look-ahead schedule of proposed work. Schedule shall meet the requirements outlined above and will be transmitted

to the Engineer and Owner. Provide 3-days prior notice of any planned or known schedule change that occurs between submittals.

1.9 REPORTS

A. Weekly Construction Reports: Prepare weekly construction reports recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Partial completions.
18. Substantial Completions authorized.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013200

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SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final Completion construction photographs.

1.3 INFORMATIONAL SUBMITTALS

A. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos on thumb-drive or by uploading to web-based File Sharing Platform, approved by Engineer. Include the following information with each image description:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Engineer.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.

1.4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Record accurate date and time and GPS location data from camera.

D. File Names: Name media files with date, Project area and sequential numbering suffix.

E. Usage Rights

1. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

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1.5 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.

B. Preconstruction Photographs: Before commencement of the Work take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer.

1. Flag construction limits before taking construction photographs.
2. Take photographs to show existing conditions adjacent to property before starting the Work.
3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013233

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 “Payment Procedures” for submitting Applications for Payment and the schedule of values.
2. Section 013100 “Project Management and Coordination” for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 013200 “Construction Progress Documentation” for submitting schedules and reports, including Contractor's construction schedule.
4. Section 013233 “Photographic Documentation” for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
5. Section 014000 “Quality Requirements” for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 017700 “Closeout Procedures” for submitting closeout submittals and maintenance material submittals.
7. Section 017839 “Project Record Documents” for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as “action submittals”.

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as “informational submittals”.

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.

3. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Engineer's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.

16. Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Submittals may be transmitted as PDF package (with printing enabled), incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Refer to Section 017839 “Project Record Documents” for submitting record Drawings, record Specifications, and record Product Data.
2. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email, EBuilder, or as otherwise agreed upon by Engineer. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

    a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Submittal Review: Allow 30 days for initial review of each submittal (and 45 days for multi-discipline reviews). Allow additional time if coordination with subsequent

submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

2. Resubmittal Review: Allow 30days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
4. Repetitive Reviews: Shop drawings, O&M manuals, and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at the Contractor's expense. Reimburse the Owner for all costs invoiced by Engineer for the third and subsequent reviews.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Statement of compliance with specified referenced standards.
d. Testing by recognized testing agency.
e. Application of testing agency labels and seals.
f. Notation of coordination requirements.
g. Availability and delivery time information.

4. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.

b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

C. Independent Concrete Testing Agency Qualifications: As required in Section 014000 “Quality Requirements”, prepare a written summary including the following Testing Agency information:

1. Name, address, and primary contact information.
2. Statement of qualifications demonstrating compliance with ASTM E329 and ACI testing requirements.
3. Laboratory accreditation and technician certifications.
4. Description of proposed field and laboratory testing services.
5. Sample test reports.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.

1.8 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing

these services. Engineer review of delegated design submittals does not relieve Contractor of responsibility for the delegated design.

1.9 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Contractor Responsible for:

1. Determination and verification of materials including manufacturer’s catalog numbers.
2. Determination and verification of field measurements and field construction criteria.
3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
4. Determination of accuracy and completeness of dimensions and quantities.
5. Confirmation and coordination of dimensions and field conditions at Site.
6. Construction means, techniques, sequences, and procedures.
7. Safety precautions.
8. Coordination and performance of Work of all trades.
9. Other requirements enumerated in Contract Documents.

C. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ENGINEER'S REVIEW

A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return.

B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents will be returned by Engineer without action.

F. Shop drawings will be returned to the Contractor with one of the following codes.

1. "APPROVED" - This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.
2. "APPROVED AS NOTED" - This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
3. "APPROVED AS NOTED/RESUBMIT" - This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. The resubmittal is to address all comments, omissions and non-conforming items that were noted. An additional box is checked to indicate whether the resubmission is for the complete package, or for parts of the package. If no box is checked, a complete resubmittal shall be provided. Review code may designate if a partial or full submittal is required. If full submittal is required, a complete resubmittal package addressing all comments shall be provided. If a partial submittal is designated, resubmittal shall only include information pertaining to those items noted in review comments requiring clarification and any portions of submittal impacted as a result of the response. Resubmittal is to be received by the Engineer within 30 calendar days of the date of the Engineer's transmittal requiring the resubmittal.
4. "REJECTED" - This code is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the Contract Documents.
5. "RECEIPT ACKNOWLEDGED (Not subject to Engineer's Approval)" - This code is assigned to acknowledge receipt of a submittal that is not subject to the Engineer's approval. This code is generally used with submittals involving the Contractor's means and methods of construction work plans, and health and safety plans.

1.11 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

A. Electronic CAD Files of Project Drawings: Use for other Projects or purposes is not allowed. Distributed only under the following conditions:

1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013300

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SECTION 013543 - ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract.

B. Related Requirements:

1. Section 312500 "Erosion and Sedimentation Controls" for specific requirements for erosion and sedimentation controls.

1.3 DEFINITIONS

A. Environmental Pollution: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; adversely affect plants or animals; or degrade the utility of the environment for aesthetic and/or recreational purposes.

1.4 PREINSTALLATION MEETINGS

A. Prior to commencement of the work, meet with the Engineer to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.

1.5 QUALITY ASSURANCE

A. Applicable Regulations: Comply with all applicable Federal, State and local laws and regulations and applicable permits and their specific conditions concerning environmental pollution control and abatement.

1.6 NOTIFICATIONS

A. The Engineer will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection

requirements will notify the Contractor in writing, through the Engineer, of any noncompliance with State or local requirements. After receipt of such notice from the Engineer or from the regulatory agency through the Engineer, immediately take corrective action. Such notice, when delivered to the Contractor or their authorized representative at the site of the work, shall be deemed sufficient notice.

B. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PERFORMANCE REQUIREMENTS

A. The control of environmental pollution requires consideration of air, water, and land, and involves management of noise and solid waste, as well as other pollutants.

B. Include all specific conditions attached to existing permits for this site in the sedimentation and erosion control measures.

C. Refer to Section 312500 "Erosion and Sedimentation Controls" for specific requirements for erosion and sedimentation controls.

3.2 EXAMINATION

A. Examine areas and conditions for compliance with requirements for installation and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Schedule and conduct all work in a manner that will minimize the erosion of soils in the work area. Comply with Section 312500 "Erosion and Sedimentation Controls" for specific requirements for erosion and sedimentation controls.

3.4 ADJUSTING

A. Adjust environmental protection materials, devices, and systems to function as designed and accommodate in situ field conditions.

3.5 PROTECTION

A. Remove and replace environmental materials, devices and systems that are damaged during the Project.

3.6 EROSION CONTROL

A. Comply with Section 312500 "Erosion and Sedimentation Controls" for specific requirements for erosion and sedimentation controls.

3.7 PROTECTION OF STREAMS AND CANALS

A. Take care to prevent, or reduce to a minimum, any damage to any ditch or the stormwater structures, from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such ditches. Do not return to the ditch, water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the ditch. Divert such waters through a settling basin or filter approved by the Engineer and meet required standards before directing the water into the ditches and other water bodies.

B. Do not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Treat water from dewatering operations by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.

C. Take all preventative measures to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Tennessee Department of Environment and Conservation. Submit two copies of approved contingency plans to the Engineer.

3.8 PROTECTION OF LAND RESOURCES

A. Restore land resources within the project boundaries and outside the limits of permanent work to a condition, after completion of construction, that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas indicated on the Drawings.

B. Outside of areas requiring earthwork for the construction of the new facilities, do not deface, injure, or destroy trees or shrubs, nor remove or cut them. Do not attach or fasten ropes, cables, or guys to any existing nearby trees for anchorage unless specifically authorized by the Engineer. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over softwood cleats, and tie before any rope, cable, or wire is placed. The Contractor is responsible for any damage resulting from such use.

C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment, dumping or other operations, protect such trees by placing barricades around them. Protect monuments and markers similarly before beginning operations near them.

D. Restore any trees or other landscape feature scarred or damaged by equipment or operations as nearly as possible to its original condition. The Engineer will decide what method of restoration will be used and whether damaged trees will be treated and healed or removed and disposed of. Perform all trimming or pruning in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

E. Immediately remove and replace trees that are to remain, both within or outside established clearing limits, that are subsequently damaged by the Work and are beyond saving in the opinion of the Engineer.

3.9 PROTECTION OF AIR QUALITY

A. Burning. The burning of refuse and debris is not permitted.

B. Dust Control. Maintain all excavations, embankment, stockpiles, access roads, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.

C. An approved method of stabilization consisting of sprinkling or other similar methods will be required to control dust. The use of petroleum products is prohibited.

D. Repeat the approved method of stabilization at such intervals as to keep all parts of the disturbed area at least damp at all times, and have sufficient competent equipment on the job to accomplish this if sprinkling is used. Perform dust control as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Engineer.

E. Due to the proximity of the residential homes to the project site, air quality standards will be strictly enforced so as to prevent objectionable dust from impacting those properties.

3.10 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out, or until the material concerned has become stabilized to the extent that pollution is no longer being created.

3.11 NOISE CONTROL

A. Make every effort to minimize noises caused by their operations. Provide Equipment with silencers or mufflers designed to operate with the least possible noise in compliance with Local, State and Federal regulations.

END OF SECTION 013543

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

   1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance

with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

E. Product Tests: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both.

H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Engineer.

1.4 DELEGATED-DESIGN SERVICES

A. Comply with Section 013300 “Submittal Procedures”.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Engineer regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Engineer for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

1. Qualification Data: For Contractor's quality-control personnel and Delegated-Designer.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Reports: Prepare and submit certified written reports and documents as specified.

D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 15 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner’s quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
2. Independent Concrete Testing Agency:

a. Provide an independent concrete testing agency to perform field and laboratory testing of cast-in-place concrete as required by the Contract Documents.

1) The testing agency shall be retained and paid by the Contractor, but shall be subject to review and acceptance by the Engineer. The testing agency shall be technically independent of the Contractor, concrete supplier, and precast manufacturer,
2) The testing agency shall report test results and non-conformance directly to the Engineer and Owner, with copies to the Contractor. The Contractor shall not direct, suppress, or alter testing activities or reports.

3. Independent Concrete Testing Agency Qualifications: Prepare a written summary including the following:

    a. Name, address, and primary contact information.
    b. Statement of qualifications demonstrating compliance with ASTM E329 and ACI testing requirements.
    c. Laboratory accreditation and technician certifications.
    d. Description of proposed field and laboratory testing services.
    e. Sample test reports.

4. Testing agency shall not begin work until written acceptance is provided by the Engineer.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include Work Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

D. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.10 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

C. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
4. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
5. Do not perform duties of Contractor.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

E. Contractor’s Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide access to the Work.

PART 2 - EXECUTION

2.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's and authorities’ having jurisdiction reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

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2.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
1. Section 011000 “Summary” for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations. Provide connections and extensions of services, and metering, as required for construction operations.

C. Water Service: Pay water-service use charges for water used by all entities for construction operations. Provide connections and extensions of services, and metering, as required for construction operations.

D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations. Provide connections and extensions of services, and metering, as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each utility use.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Noise and Vibration Control: Construction activities must comply with Owner's requirements and as directed by authorities having jurisdiction.

1.5 QUALITY ASSURANCE

A. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

A. General: Contractor is required to procure temporary utilities. Install temporary service or connect to existing service, if approved by Owner.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to existing systems, as directed by authorities having jurisdiction.

C. Water Service: Contractor is responsible for providing water for construction.

1. Install water service and distribution piping in sizes and pressures adequate for construction needs.

OR

2. If available and if approved by Owner, Contractor may coordinate with Owner and respective authorities to connect to existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Final Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.2 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with requirements of authorities having jurisdiction and Section 015526 "Traffic Control". In case of discrepancy, comply with whichever is more stringent.

1. Comply with approved Traffic Control Plan, as referenced in Section 015526 "Traffic Control".

2. Protect existing site improvements to remain including curbs, pavement, and utilities.
3. Maintain access for fire-fighting equipment and access to fire hydrants.

B. Parking, Storage and Staging:

1. The Contractor shall provide all parking, staging, and laydown areas necessary for the Work, including securing rights-of-entry or agreements with private property owners where required.
2. Potential locations may include areas adjacent to the median at Belinda Parkway or vacant parcels near Clearview Drive; however, identification, negotiation, maintenance, and restoration of such areas are solely the Contractor's responsibility.
3. The City may assist in identifying potential sites but shall not be responsible for obtaining access.

C. Dewatering Facilities and Drains: Comply with requirements of Section 312319 "Dewatering" and of authorities having jurisdiction, whichever is more stringent. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution". Contractor shall dispose of all construction waste in full compliance with TDOT standard specifications. Applicable TDEC permitting requirements shall be followed for off-site waste areas.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
2. Comply with requirements specified in easement exhibits and Construction Drawings.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary".
2. Comply with requirements specified in Section 013543 "Environmental Procedures".

C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

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D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to Erosion and Sedimentation Control Drawings, Section 312500 “Erosion and Sedimentation Controls”, and authorities having jurisdiction, whichever is more stringent.

E. Tree and Plant Protection: Comply with requirements specified in Drawings.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

END OF SECTION 015000

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SECTION 015526 - TRAFFIC CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating traffic operations on Project including, but not limited to, the following:

1. Traffic control and protective devices, as required to expedite vehicular traffic flow during construction
2. Providing access to all buildings including business and parking areas at all times.
3. Maintaining a minimum of one 11-ft lane of traffic, in one direction, where required.
4. Providing police details, as needed, in order to maintain safe traffic control within the project area.

B. All traffic control shall be in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), the Contract Drawings and these specifications. Where reference is made to the MUTCD, the revision in effect at the time of bid opening shall apply.

1.3 ACTION SUBMITTALS

A. Traffic Control Plan:

1. Plan shall be prepared by a Traffic Engineer licensed in the State of Tennessee. Detail all temporary changes in traffic control equipment, street or road closures, detours, etc.
2. The Contractor shall submit the Traffic Control Plan to the Owner in accordance with Section 013300 "Submittal Procedures", for approval.
3. The Owner reserves the right to request modifications of the plan throughout the course of the Contract. When necessary, update the plan and forward changes to the Owner, City of Mt. Juliet, for approval.
4. Street closures may be allowed for the work to be performed at Clearview Drive and Weston Drive. Appropriate detours shall be provided. Under no circumstances shall Clearview Drive and Weston Drive be closed at the same time.
5. Maintain at least one lane of traffic on Barrett Drive at all times. Maintain at least one lane of traffic in each direction on Belinda Parkway at all times.
6. At least 15 days prior to mobilization at the site or any work commencing within the right of way, submit a detailed traffic management plan to the Owner and Engineer for review, outlining plans for traffic controls during construction. Include:

a. Locations and estimated duration of detours and traffic controls and signage to be employed.
b. Design and material of signs.
c. Consideration of appropriate traffic interruptions during rush hour time periods on Clearview Drive, Barrett Drive, Weston Drive, Belinda Parkway, and other affected areas.
d. Normal working hours are defined as 9AM to 3PM CST on weekdays, when school is in session. When school is not in session, normal working hours can be 8:30AM-4:30PM CST on weekdays. No work shall occur on Sundays or holidays observed by the City of Mt. Juliet personnel. Work on Saturdays may be allowed if deemed necessary with prior approval of the Owner and Engineer.
e. Phased plans showing the setup, number and width of open lanes, and schedule.

7. No work shall commence without prior approval of the Traffic Control Plan by the City of Mt. Juliet.

1.4 HAUL ROUTES

A. Consult with the Owner to establish public thoroughfares that will be used as haul routes and site access.

PART 2 - PRODUCTS

2.1 TRAFFIC SIGNALS AND SIGNS

A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under the Contractor's control or affected by the Contractor's operations.

B. Material, reflectivity and dimensions of signage shall meet MUTCD or local governing requirements.

C. Provide traffic control and directional signs, mounted on barricades or standard posts at the following locations, as directed by the Traffic Control Plan:

1. Each change of direction of a roadway and each crossroads.
2. Detours.
3. Parking areas.
4. For businesses within detour routes.
5. As specified on the Drawings.

C. Existing permanent traffic control signing and devices, including guardrails, shall not be removed unless called for on the Drawings or without the prior consent of the Owner and the Engineer.

D. Detours around construction will be subjected to the approval of the Owner and the Engineer. Where detours are permitted, provide all necessary barricades and signs as required to divert the

flow of traffic. While traffic is detoured, expedite construction operations and periods when traffic is being detoured will be strictly controlled by the Owner.

F. Provide signs promoting access to impacted businesses during construction.

PART 3 - EXECUTION

3.1 REQUIREMENTS

A. Notify all property owners at least 48 hours in advance of any work that will interfere with access to their residence or place of business.

B. No detour will be allowed without prior approval of the Engineer and Owner. Where detours are permitted, provide all necessary barricades and signs as required to divert the flow of traffic. Expedite construction operations while traffic is detoured. Periods when traffic is being detoured will be strictly controlled by the Owner.

C. Coordinate with the City of Mt. Juliet to maintain access at all times at each site for emergency vehicles and school buses.

D. No road shall be closed to traffic without the prior consent of the City of Mt. Juliet.

E. Traffic control, including but not restricted to signing and devices, shall be provided for all work in the right of way by the Contractor in accordance with State standards.

F. Maintain a minimum of one 11-ft lane of traffic, in one direction, where required.

G. Normal working hours are defined as 9AM to 3PM on weekdays. No work shall occur on Sundays or holidays observed by the City of Mt. Juliet personnel. Work on Saturdays may be allowed if deemed necessary with prior approval of the Owner and Engineer.

H. Take precautions to prevent injury to the public due to open trenches. Be fully responsible for damage or injuries whether or not Police protection has been provided.

I. After completion of the project, remove all traffic control devices, signage and support systems and patch the disturbed area to match existing as closely as possible and to the satisfaction of the Engineer.

3.2 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Department of Public Works operations, or construction operations.

B. Monitor parking of construction personnel's private vehicles, maintain free vehicular access to and through parking areas and prohibit parking on or adjacent to access roads or in non-designated areas.

END OF SECTION 015526

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 012500 “Substitution Procedures” for requests for substitutions.
2. Section 017700 “Closeout Procedures” for submitting warranties.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycle contract materials are considered new products, unless indicated otherwise.
3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in PART 2 “Comparable Products” Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words “basis-of-design product,” including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant

qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:

1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
2. Data indicating compliance with the requirements specified in PART 2 "Comparable Products" Article.

E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures".

F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Comply with product manufacturer's written instructions for storage.
4. Protect stored products from damage and liquids from freezing.
5. Provide a secure location and enclosure at Project site for storage of materials. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.

B. Submittal Time: Comply with requirements in Section 017700 “Closeout Procedures”.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
2. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
3. Or Equal: For products specified by name and accompanied by the term “or equal,” “or approved equal,” or “or approved,” comply with requirements in “Comparable Products” Article to obtain approval for use of an unnamed product.

    a. Submit additional documentation required by Engineer in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of “or equal” product status is by the Engineer, whose determination is final.

4. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

    a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Evidence that proposed product provides specified warranty.

B. Engineer's Action on Comparable Products Submittal: If necessary, Engineer will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures".

1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures".
2. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

C. Submittal Requirements, Single-Step Process: When acceptable to Engineer, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Engineer of Contractor' request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Protection of installed construction.

B. Related Requirements:

1. Section 011000 “Summary” for coordination of , limits on use of Project site.
2. Section 013300 “Submittal Procedures” for submitting surveys.
3. Section 017700 “Closeout Procedures” for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certified Surveys: Submit two copies signed by land surveyor.

C. Certificates: Submit certificate signed by land surveyor, certifying that location and elevation of improvements comply with requirements.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine conditions affecting performance. Record observations.

C. Proceed with Work only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction. Comply with specifications related to utility coordination in Section 015000 “Temporary Facilities and Controls”.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer, in accordance to requirements in Section 013100 “Project Management and Coordination”.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Engineer promptly.

B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Structure Lines and Levels: Locate and lay out control lines and levels for structures. Transfer survey markings and elevations for use with control lines and levels.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of one permanent benchmarks for each Work site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of major site improvements and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, and elevations of construction and sitework.

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3.5 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Engineer. Maintain conditions required for product performance until Substantial Completion.

D. Sequence the Work and allow adequate clearances to accommodate movement of construction items onsite and placement in permanent locations.

E. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

F. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.

1. Allow for structure movement, including thermal expansion and contraction.
2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 “Closeout Procedures” for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

A. Perform cutting, fitting, and patching of existing surfaces and structures as required to complete the Work. Cutting and patching shall be performed neatly and in a manner that minimizes damage to adjacent work and existing facilities.

B. Restore cut or damaged surfaces, pavements, sidewalks, and structures to a condition equal to or better than existing, using materials and construction methods consistent with the surrounding work and applicable specifications.

C. Coordinate cutting and patching with installation of new Work and with the requirements of affected trades. Do not delay Work or other operations due to cutting and patching activities.

D. Cutting and patching required as a result of the Work shall be the responsibility of the Contractor unless otherwise indicated in the Contract Documents.

3.7 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Dispose of all construction waste in full compliance with TDOT standard specifications. Applicable TDEC permitting requirements shall be followed for off-site waste areas.

F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

H. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Repair Work previously completed and subsequently damaged during construction period Repair to like-new condition.

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Requirements:

1. Section 012900 “Payment Procedures” for requirements for Applications for Payment for Substantial Completion and Final Completion.
2. Section 017839 “Project Record Documents” for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Engineer’s use prior to Engineer’s inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Demonstrate that all required quality control and acceptance testing associated with completed Work, including concrete testing required under Section 014000 "Quality Requirements", has been performed for concrete placements necessary to safely occupy or utilize the Work for its intended purpose. At a minimum, submit available test reports for completed concrete work and certify that no outstanding testing required for safe operation remains unperformed. Outstanding test results that do not affect the safe use of the Work may be submitted after Substantial Completion, subject to approval by the Engineer.

C. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in Section 17839 "Project Record Documents" including Project Record Documents, surveys, and similar final record information.
3. Submit closeout submittals specified in and other Sections, including specific warranties, final certifications, surveys, and similar documents.
4. Submit testing records.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures".
2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit Final Completion photographic documentation.

B. Complete documentation demonstrating full compliance with Section 014000 “Quality Requirements”. Final acceptance of the Work is contingent upon completion of all required quality control and acceptance testing, of final concrete test reports, including all required compressive strength results, and determination by the Engineer that all test results are acceptable and that any non-conforming work has been corrected, retested, or otherwise resolved to the satisfaction of the Engineer. Work for which required testing has not been completed or accepted shall not be considered complete for Final Acceptance.

C. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include the following information at the top of each page:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Contractor.
5. Page number.

B. Submit list of incomplete items in the following format:

1. MS Excel Electronic File. Engineer will return annotated file.
2. PDF Electronic File. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Engineer

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
b. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.

B. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 “Temporary Facilities and Controls”.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 “Execution” before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Miscellaneous record submittals.

B. Related Requirements:

1. Section 012900 “Payment Procedures” for maintaining and exhibiting project record documents as a prerequisite for progress payments.
2. Section 017700 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:
1) Submit PDF electronic files of record drawings.
2) Submit Record Digital Data Files.

b. Final Submittal:
1) Submit PDF electronic files of record drawings.
2) Include each file, whether or not changes and additional information were recorded.
3) Submit Record Digital Data Files

B. Record Specifications: Submit annotated and bookmarked PDF electronic files of Project's Specifications, including addenda and Contract modifications.

C. Record Product Data: Submit annotated and bookmarked PDF electronic files and directories of each submittal.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

1.4 RECORD DRAWINGS

A. Record Drawings: Maintain one set of marked-up Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record drawings to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record drawings.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Cross-reference record drawings to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Locations and depths of underground utilities.
d. Locations of concealed internal utilities.
e. Changes made by Change Order or Work Change Directive.
f. Changes made following Engineer's written orders.
g. Details not on the original Contract Drawings.
h. Field records for variable and concealed conditions.
i. Record information on the Work that is shown only schematically.

3. Mark Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record drawings.
4. Mark record drawings in digital PDF with distinct colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record drawings with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
2. Format: Annotated PDF electronic file and DWG.
3. Incorporate changes and additional information previously marked on record drawings. Delete, redraw, and add details and notations where applicable.
4. Refer instances of uncertainty to Engineer for resolution.
5. Engineer will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

a. See Section 013100 "Project Management and Coordination" for requirements related to use of Engineer's digital data files.
b. Engineer will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Drawing Format: Annotated PDF electronic file.
2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Engineer.
e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and Record Drawings where applicable.

B. Format: Submit Record Specifications as annotated PDF electronic file.

1.6 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017839

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled by Owner.

B. Related Requirements:

1. Section 011000 “Summary” for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 “Execution” for cutting and patching procedures.
3. Section 311000 “Site Clearing” for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Restore: Reestablish the pre-demolition conditions after removal of existing materials by installing new materials.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.

B. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 “Photographic Documentation.” Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

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PART 2 - EXECUTION

2.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Inventory and record the conditions of items to be removed and salvaged.

2.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Coordinate with requirements for existing utilities specified in Section 011000 “Summary.”

B. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

C. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Coordinate with Owner and applicable utilities, as indicated on Drawings.

2.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area.
2. Comply with requirements specified in Section 015000 “Temporary Facilities and Controls.”

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

2.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Remove decayed or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
4. Dispose of demolished items and materials promptly and in full compliance with TDOT standard specifications. Applicable TDEC permitting requirements shall be followed for off-site waste areas.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Contractor to coordinate handling of salvaged items with Owner. Items to be salvaged may include metal components such as hoods and grates. Salvaging of existing pipes is not anticipated.
2. Clean salvaged items.
3. Pack or crate items after cleaning. Identify contents of containers.
4. Store items in a secure area until delivery to Owner.
5. Transport items to Owner's storage area designated by Owner.
6. Protect items from damage during transport and storage.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

2.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

2.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Contractor shall dispose of all construction waste in full compliance with TDOT standard specifications. Applicable TDEC permitting requirements shall be followed for off-site waste areas.

B. Burning: Do not burn demolished materials.

2.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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SECTION 310515 - SOILS AND AGGREGATES FOR EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Soils: Soil and topsoil materials.
2. Aggregates: Coarse and fine aggregate materials.

B. Related Sections:

1. Section 312000 “Earthwork”. for excavating, backfilling, and compaction in open areas.
2. Section 312333 “Trenching and Backfilling” for trenching, backfilling, and compaction in trench excavations.

1.3 ACTION SUBMITTALS

A. Quality Control Testing: Submit conformance testing performed by certified independent laboratory engaged by Contractor for all fill materials. Verify maximum density, gradation, Atterberg limits, sand equivalent, and other applicable criteria at least 72 hours prior to importing or placing any fill. Perform additional conformance testing at a minimum frequency of 1 per every 2000 cubic yards or change in material.

1.4 INFORMATIONAL SUBMITTALS

A. Materials Source: Submit name and location of imported materials suppliers.

B. Source’s Certificate: Certify materials meet or exceed specified requirements.

C. Material Test Reports: For each soil and aggregate material proposed for fill and backfill as follows:

1. Classification according to ASTM D2487.
2. Laboratory compaction curve according to ASTM D698.
3. Test Reports: Submit any test reports required by this Section to Engineer.

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1.5 QUALITY ASSURANCE

A. Furnish each soil and topsoil material from single source throughout the Work, unless an alternate source is approved by the Engineer.

B. Furnish each aggregate material from single source throughout the Work, unless an alternate source is approved by the Engineer.

C. Perform Work according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

D. Maintain one copy of each standard affecting Work of this Section on Site.

1.6 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Common Fill:

1. Approved on site excavated material or imported fill material that is composed of durable soil free of debris, organic matter, or other deleterious materials.
2. Does not contain stones larger than 6 inches in largest diameter.
3. Maximum of 75 percent passing the No. 200 sieve.
4. Maximum liquid limit of 60 percent.
5. Maximum plasticity index of 30 percent.
6. Maximum dry density of at least 90 pounds per cubic foot (pcf) as determined by ASTM D698.
7. Does not contain granite blocks, broken concrete, masonry rubble, or other similar materials and with physical properties such that it can be readily spread and compacted during filling.

B. Select Common Fill:

1. As specified above for common fill, except contains no stones larger than 2 inches in largest diameter.

C. Structural Fill:

1. Consist of mineral soil free of organic material, loam, debris, frozen soil or other deleterious material which may be compressible, or which cannot be properly compacted,
2. Liquid Limit: 40 percent maximum.
3. Plasticity Index: 10 percent maximum.
4. Dry Density: 95 pcf maximum, as determined by ASTM D698.
5. Meets the following gradation for Sieve Size and Percent Fines by Weight:

a. 3-inch: 100.
b. No. 4: 20 to 90.
c. No. 40: 5 to 75.
d. No. 200: 0 to 50.

2.2 TOPSOIL MATERIALS

A. Topsoil: Conforming to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.3 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate - Crushed Stone: Natural stone; washed, free of clay, shale, organic matter; conforming to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

1. Coarse Aggregate Designation: No. 57.

2.4 FINE AGGREGATE MATERIALS

A. Fine Aggregate - Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter; graded according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.5 SOURCE QUALITY CONTROL

A. Soil Material - Testing and Analysis: Perform in accordance with ASTM D698 and ASTM D4318.

B. Coarse Aggregate Material - Testing and Analysis: Compact to firm, unyielding condition.

C. Fine Aggregate Material - Testing and Analysis: Perform according to ASTM D698 and ASTM D4318.

D. When tests indicate materials do not meet specified requirements, change material and retest.

E. Furnish materials of each type from same source throughout Work.

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PART 3 - EXECUTION

3.1 EXCAVATION - SOILS

A. Excavate soil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for soil and topsoil materials.

C. Remove excess excavated materials not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for soil and topsoil materials from site.

3.2 EXCAVATION - AGGREGATES

A. Coordinate excavation of aggregate materials from on-site locations indicated on Drawings.

B. Stockpile excavated material meeting requirements for coarse and fine aggregate materials.

C. Remove excess excavated coarse and fine aggregate materials not intended for reuse, from site.

D. Remove excavated materials not meeting requirements for coarse and fine aggregate materials from site.

3.3 STOCKPILING

A. Stockpile materials on site at locations indicated on Drawings.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate different soil and aggregate materials with dividers or stockpile individually to prevent mixing. Prevent intermixing of soil types or contamination.

D. Stockpile topsoil 8 feet high maximum.

E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.4 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION 310515

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SECTION 310519.13 - GEOTEXTILES FOR EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Non-woven geotextile material.

B. Related Requirements:

1. Section 310515 “Soils and Aggregates for Earthwork” for soil and aggregate materials.
2. Section 312000 “Earthwork” for excavation, backfilling, and compaction in open areas.
3. Section 312333 “Trenching and Backfilling” for trenching, backfilling, and compaction in trench excavations.

1.3 ACTION SUBMITTALS

A. Product Data: Submit certified test results from the manufacturer including tensile strength, elongation, thickness, UV resistance, and other material properties.

1.4 INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of geotextile material, including placement depth.

1.6 QUALITY ASSURANCE

A. Perform Work according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and the recommendations of the Manufacturer.

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1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging that identifies the manufacturer/supplier’s name, style, and roll number. Inspect for damage.

B. Comply with ASTM D4873.

C. Store materials according to manufacturer instructions.

D. Protection:

1. Protect materials from moisture, dust, chemicals, UV radiation or other environmental conditions that might damage the geotextile by storing at least 3 inches off the ground in a clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 MATERIALS – NON-WOVEN GEOTEXTILES

A. Manufacturers:

1. Furnish materials according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction standards.

a. Comply with the most recent version of the TDOT Qualified Products List (QPL).

B. Description:

1. Non-biodegradable, non-reactive (for pH of three to eleven), UV-resistant, insect/rodent-resistant nonwoven needle punched material consisting of filaments formed into a stable network.
2. Edges: Selvaged to prevent separation of outer material.

C. Performance and Design Criteria:

1. When tested in accordance with ASTM D4759, test results from any sampled roll in the lot shall meet or exceed the values listed in Table 1. Strength values are in the weaker principal direction.

TABLE 1: NON-WOVEN GEOTEXTILE MINIMUM AVERAGE ROLL VALUES

PROPERTIES	TEST METHOD	UNIT	6 oz
Mass per Unit Area	ASTM D5261	oz/yd2	6
Thickness	ASTM D5199	mils	75
Grab Strength	ASTM D4632	lbs	160
Grab Elongation	ASTM D4632	percent	50
Trapezoid Tear Strength	ASTM D4533	lbs	60
Puncture Strength	ASTM D4833/ D6241	lbs	120
Water Flow Rate	ASTM D4491	gpm/ft2	110
Permittivity	ASTM D4491	sec-1	1.5
Apparent Opening Size (Max)	ASTM D4751	inch US Std. Sieve	0.008 70
UV Resistance	ASTM D4355	percent strength retained	70

2.2 MATERIALS - ACCESSORIES

A. Use products to secure geotextile fabrics as recommended by geotextile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Allow the Engineer to inspect subgrade to verify that underlying surface is smooth and free of ruts or protrusions that could damage geotextile material and that subgrade has been properly prepared.

B. Subgrade Material and Compaction Requirements: As specified in Section 312000 “Earthwork”.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's published installation instructions. Do not install damaged materials.

B. Geotextile Material:

1. Lay and maintain smooth and free of tensile stresses, folds, wrinkles, or creases.
2. Ensure that material is in direct contact with subgrade.
3. Minimum Unseamed Joints Overlap: 18 inches.

C. Penetrations: As recommended by geotextile manufacturer.

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D. Repairing Damaged Geotextiles:

1. Repair torn or damaged geotextile by placing patch of same type of geotextile over damaged area minimum of 12 inches beyond edge of damaged area and fasten as recommended by geotextile manufacturer.
2. Remove and replace geotextile rolls which cannot be repaired.

E. Fill and Cover:

1. Place fill to prevent tensile stress or wrinkles in geotextile.
2. Place fill from bottom of side-slopes upward.
3. Do not drop fill from height greater than 3 feet.

3.3 PROTECTION

A. Ballast: Adequate to prevent uplift of material by wind.

B. UV Exposure: Do not leave material uncovered for more than 14 days after installation.

C. Do not use staples or pins to hold geotextiles in place where located adjacent to other geosynthetic layers that could be damaged.

D. Do not operate equipment directly on top of geotextile.

END OF SECTION 310519.13

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SECTION 310900 - GEOTECHNICAL INSTRUMENTATION AND MONITORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes performing pre-construction surveys and installing and monitoring geotechnical instrumentation and survey markers to measure.

1. Vertical and horizontal deformation of existing utilities and structures adjacent to and over the Work.
2. Ground vibration levels at adjacent facilities due to Contractor activities, including but not limited to demolition, pile installation, and rock excavation.

B. Related Requirements:

1. Section 312000 “Earthwork” for excavating, backfilling, and compaction in open areas.
2. Section 312316 “Rock Removal” for removal of existing rock and boulders via non-explosive methods.
3. Section 312319 “Dewatering” for controlling surface and groundwater and disposing of water during construction.
4. Section 312333 “Trenching and Backfilling” for excavation, backfilling, and compaction in trench excavations.

1.3 DEFINITIONS

A. Crack Gauges: Transducers mounted across cracks identified on existing structures during the pre-construction survey to monitor the crack width.

B. Seismographs: Electronic recording device with vibration transducer capable of monitoring and recording ground vibrations induced by construction activity.

1.4 ACTION SUBMITTALS

A. Submit for the Engineer’s review four weeks prior to instrument installation:

1. Installation Plan and Schedule: Full details and plan/layout of proposed instruments/points, schedule for installing and monitoring instruments/points, equipment types, installation methods, reference points, and monitoring and data reporting schedule for instruments/points, and instrumentation protection.

2. Description of methods for installing and protecting all instrumentation including but not limited to seismographs and crack gauges.

B. Installations Records: Within five working days of installing each instrument, submit to Engineer, specified as-built instrument location and its corresponding installation record sheet.

1. Include in installation record sheet, location with instrument identification numbers, established elevations, initial elevations and coordinates (baseline readings), boring log, installation, and monitoring date and time.
2. Furnish details of installed instruments showing dimensions, materials used, and as-built drawings of each instrument.
3. Submit field calibrations.

C. Reports and Records: Provide reports of monitoring data to Engineer. Include following minimum information:

1. Pre-construction survey.
2. As-installed location plan, installation records, and baseline values for instrumentation.
3. Monitoring data for instruments with plots against threshold values.
4. Weekly records of crack monitors and including photographs with readings.
5. Event reports and summary from vibration monitoring.
6. Discussion and associated action related to results exceeding threshold values.

D. Submit proposed remedial measures to Engineer of action to be taken in event that instrument Threshold Values are reached.

1.5 INFORMATIONAL SUBMITTALS

A. Submit names, qualifications, and experience of personnel who will install instruments, perform optical level survey and vibration monitoring, read instruments, and report data to the Engineer demonstrating compliance with “Quality Assurance” Article in this Section.

B. Certificates: Submit for each seismograph or other necessary instrument that manufacturer has inspected and tested each instrument before it leaves the factory confirming that it is working correctly without defects or missing parts and current calibration records.

1.6 QUALITY ASSURANCE

A. Geotechnical Instrumentation Engineer Qualifications: Professional Engineer licensed in the State of Tennessee with at least 5 years’ experience in installation of specified instrumentation and will supervise and direct technicians and be responsible for instrument installation. Be present at installation sites to direct and supervise installations, oversee instrumentation reading, and supervise geotechnical instrumentation data interpretations.

B. Surveyor Qualifications: Professional Land Surveyor licensed in the State of Tennessee with at least 3 years’ experience in surveying of similar instruments. Establish Deformation Monitoring Points, Surface Monitoring Points, Utility Monitoring Points, and Excavation Support Monitoring Points and take baseline readings.

C. Manufacturer Qualifications: Provide instruments and components from an approved manufacturer currently engaged in manufacturing specified geotechnical instrumentation hardware.

D. Pre-construction Survey Engineer Qualifications: Professional Engineer licensed in the State of Tennessee with at least 5 years' experience in structural evaluations and condition surveys.

E. Technicians Qualifications:

1. Minimum 3 years' experience for personnel responsible for optical level surveys, instrument readings, and report data.
2. Trained in use of seismograph along with reporting results of analyzing and reporting frequency content of seismograph record.
3. Experienced in installation and reading of specified geotechnical instrumentation and equipment.

F. Factory Calibration: Conduct factory calibration on instruments prior to shipment with certification submitted to indicate that test equipment used for this purpose is calibrated and maintained in accordance with test equipment manufacturer's calibration requirements and that, where applicable, calibrations are traceable to U.S. National Institute of Standards and Technology.

1. Include a calibration curve with data points clearly indicated and a tabulation of data. Mark each instrument with a unique identification number.

G. Perform instrument installations in presence of Engineer.

H. Be responsible for installation, maintenance, and monitoring of geotechnical instrumentation.

PART 2 - PRODUCTS

2.1 DESIGN AND PERFORMANCE REQUIREMENTS

A. Project Requirements:

1. Install geotechnical instrumentation to monitor ground conditions, ground response, and facilities to achieve specified project requirements and prevent damage to facilities potentially affected.
2. Install instrumentation in accordance with approved Instrumentation Schedule.
3. Engineer's monitoring of installed instruments does not relieve Contractor of its obligation to complete project within the requirements specified herein taking necessary additional measurements.

B. Pre-Construction Survey:

1. Prior to start of demolition, excavation work, rock removal, engage the services of an independent licensed professional engineer, to conduct a pre-construction survey of existing structures and conditions within 100 feet of the anticipated demolition, excavation work, and rock removal work.

a. Coordinate activities, issue notices, obtain clearances and provide photographic and secretarial assistance necessary to accomplish the survey.
b. Give notice in writing, to property owners and representatives of local authorities required to be present at such survey. Notify in writing the dates on which surveys are planned so that representatives are present during the examination. Provide copies of notices to Owner and the Engineer

2. Record observations of the existing conditions for residences, buildings and other structures, which are affected.

a. Provide the survey consisting of a description of interior and exterior conditions. Locate cracks, damage or other defects existing and include information to make it possible to determine the effect, if any, of the construction operations on the defect. Where significant cracks or damage exists, or for defects too complicated to describe in words, photographs shall be taken and made part of the record.
b. Records of each property examined must be signed by the representatives present and, if practicable, by property owners, whether or not they are present at the examinations.

3. Record of the pre-construction survey shall consist of written documentation, video and photographs of the conditions identified. At the completion of the survey, submit copies of the documentation to Owner.
4. Upon completion of all excavation work, installation of excavation support and dewatering work, the complete a similar examination of properties and structures where complaints of damage have been received or damage claims have been filed. Give notice to interested parties so that they may be present during the final examinations. Records of the final examination shall be signed and distributed as the original pre-construction survey.
5. Retain records in Contractor's file for at least 3 years after completion of the Contract. In the event of damage claims, prepare a report on the particular structures as requested by the Engineer from those notes and photographs and submitted to Owner. Repair damage attributed to Contractor’s activity promptly and completely to property owners’ satisfaction to restore the conditions of the property to that existing prior to work.

C. Secure required permits prior to the installation or removal of observation wells.

D. Provide and facilitate safe access to the instruments at all times. Engineer may perform additional monitoring in a manner that will minimize unnecessary work delays. Allow and facilitate instrument monitoring as required by the Engineer. No claim for lost production time due to this activity will be allowed.

E. Maintain instrumentation. Report damaged or non-functional instrumentation to Engineer within 24 hours. Replace damaged instruments within 24 hours.

F. Availability of Data:

1. Instrumentation readings shall be collected by the Contractor’s Geotechnical Instrumentation Monitoring Firm. Contractor may take their own supplementary readings in addition to those specified.
2. Monitoring data is the property of Owner and is not to be disclosed or published to third parties without Owner’s written permission.

3. Contractor is expected to make their own interpretations for their own purposes without additional compensation.
4. Coordinate with the Engineer to verify consistency of collected data.

2.2 INSTRUMENTATION - GENERAL

A. Instruments and materials, including readout units, installation tools, materials, and miscellaneous instrumentation components.

B. Provide surface protection for instruments flush with surface in paved or other ground surface areas at the time that work is completed.

C. Minimum Quantity of Instruments: While quantities in following Paragraph are considered minimums, obtain data from instrumentation in quantity to monitor construction, performance, and safety aspects of the Work.

D. Following subparagraphs identify instrument type and minimum number to be provided:

	Instrument Type:	Number:	Depth:
1.	Seismographs:	2	N/A.
2.	Crack Gauges	(as req'd to monitor existing cracks)	

E. Locate instruments and obtain approval from the Engineer.

2.3 SEISMOGRAPHS

A. Portable for monitoring ground vibrations velocities resulting from construction activities, calibrated within the previous six months, and having following characteristics:

1. Measure three mutually perpendicular components of particle velocity in directions vertical, radial, and perpendicular to vibration source.
2. Measure and display maximum peak particle velocity continuously during vibration-generating activities.
3. Have a low frequency omnidirectional transducer for measuring air blast overpressure with a flat frequency response within the limits of 2 Hertz to 200 Hertz with a tolerance equal to or better than plus or minus 10 percent.
4. Seismic Range: 0.01 inch to4 inches per second with an accuracy of plus or minus 5 percent of measured peak particle velocity or better at frequencies between 10 Hertz and 100 Hertz, and with a resolution of 0.01 inch per second or less.
5. Acoustic Range: 110 dB to 140 dB (referenced to 20 micro-Pascals) with an accuracy and resolution of plus or minus 1 dB.
6. Frequency Response (plus or minus 3 dB): 2 Hertz to200 Hertz.
7. Two Power Sources: Internal rechargeable battery and charger capable of supplying power to monitor vibrations continuously for up to 24 hours at 115 volts AC.
8. Self-triggering wave form capture mode that provides plot of wave forms, peak particle velocities, peak overpressure, and frequencies of peaks.
9. Continuous monitoring mode capable of recording single-component peak particle velocities and frequency of peaks with an interval of 1 minute or less.

B. Provide for full-time use on the project during vibration causing construction activities.

2.4 CRACK MONITORS

A. Crack Gauges:

1. Threaded Anchors: Include ball joints which can be grouted to each side of crack in any orientation.
2. Transducer: Range of at least 1 inch and an accuracy of less than 0.1 percent and a non-linearity of no more than 0.5 percent.
3. Gauge: Capable of operating in temperatures ranging from minus 68 degrees F to176 degrees F.

B. Provide a solid steel cover over each gauge which does not touch or otherwise interfere with gage operation.

C. Basis-of-Design Manufacturer - Crack Gauges: Provide Model 4420 as manufactured by Geokon, Inc., Avongard Plus Tell-Tale, or equal for monitoring width of existing cracks and joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with the Engineer present, for compliance with requirements for installation tolerances and other conditions affecting performance of Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Existing Conditions: Locate vaults, structures, conduits and underground utilities in areas where wells are to be drilled and installed. Conduct utility clearance and contact utility companies prior to any drilling.

1. Modify instrument locations, as approved by the Engineer, to avoid interference with existing vaults, structures, conduits and utilities.
2. Repair damage to existing facilities resulting from instrument installations without additional compensation.

B. Prior to commencing installation of excavation, and rock excavation work, furnish instrumentation and related components that are to be installed during construction and conduct pre-construction surveys.

C. Protect from damage and maintain instruments. Repair or replace damaged instruments.

D. Implement remedial measures based on interpretations of monitoring data program.

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3.3 GENERAL REQUIREMENTS

A. Perform a pre-construction survey prior to any excavation, and rock removal.

B. Install instruments at the Engineer approved locations in accordance with approved installation procedures. Engineer may modify instrument locations depending on field conditions and monitoring objectives. Install instrumentation in accordance with approved installation schedule. Install instruments and obtain baseline data before construction starts.

C. Allow the Engineer access to instrument locations and assistance required in obtaining monitoring data.

D. Clearly mark and label instruments and protected to avoid being obstructed or otherwise damaged by construction operations or general public. Immediately following installation, survey location and top of instruments to provide horizontal and vertical coordinates.

1. Resurvey if the Engineer questions instrument locations

E. Assign a unique identification number to each instrument and each point that is clearly marked in a non-destructible manner.

F. Initial Reading: Immediately following instrument installation take two sets of initial readings in the Engineer's presence to provide baseline readings and to demonstrate adequacy of completed installation.

3.4 MONITORING POINTS

A. Crack Gauges:

1. Install on exterior walls of buildings or structures with existing cracks located within 100 feet of rock removal, or as identified during the pre-construction survey.

3.5 VIBRATION MONITORING

A. Take seismograph readings during rock removal, or other activities causing ground vibrations within 100 feet of existing structures to document that peak particle velocities do not exceed specified limit criteria.

3.6 INSTRUMENT PROTECTION, MAINTENANCE AND REPAIR

A. Protect instruments from damage. Replace damaged or destroyed instruments within 72 hours of damage, without additional compensation. If necessary, suspend work in areas being monitored by damaged instrument and take remedial action.

B. Maintain instruments by draining water and flushing debris from under protective covers and keeping covers locked and sealed at all times.

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3.7 MONITORING

A. Collect, tabulate, plot, and interpret survey monitoring data and provide Engineer with tabulated and plotted data. Report status of excavation or rock removal location, and backfilling at time of data collection with each report.

B. Monitoring frequency may be modified as directed and approved by the Engineer.

C. Submit data from readings of monitoring points to Engineer within 24 hours of reading. Communicate verbally with Engineer immediately after visual observations or data collection if excessive movements or other anomalies are indicated.

D. For seismograph data, submit a summary report with event summary of peak particle velocity and frequency. Submit a strip chart indicating time and magnitude of maximum single-component peak particle velocity measured during each 5-minute interval of monitoring period. List a summary of vibration producing activities for that week along with specific events causing anomalous readings.

E. Make visual observations of ground conditions and building conditions in site vicinity and communicate immediately with Engineer if signs of ground or building movements are observed.

F. Engineer may take independent instrumentation measurements. Cooperate with Engineer during instrumentation monitoring by providing access to instrumentation locations in a timely manner and by providing and maintaining safe means of access to instrumentation locations for data collection. Data acquired by Engineer will be made available to Contractor in a timely manner.

G. Contractor may make their own interpretations of monitoring data for their own purposes. Do not publish or disclose data or interpretations shall to other parties without advance written permission of Owner.

H. For data collected from an instrument that has been installed to replace a damaged instrument, use formal initial reading as an initial reading for replacement instrument so that data are continuously plotted, without an offset at time of damage. Note time of damage and replacement on plot.

3.8 INTERPRETATION AND RESPONSE VALUES

A. Make interpretations of data resulting from monitoring programs.

B. Threshold and Limiting Values for Instruments:

	Instrument	Threshold Value	Limiting Value
1.	Seismographs:	1.0 in/sec over 40 Hz	2.0 in/sec over 40 Hz
		0.75 in/sec at 30 to 40 Hz	1.5 in/sec at 30 to 40 Hz
		0.50 in/sec at 20 to 30 Hz	1.0 in/sec at 20 to 30 Hz
		0.25 in/sec under 20 Hz	0.5 in/sec under 20 Hz

C. Values are subject to adjustment by Engineer as indicated by prevailing conditions or project circumstances. Crack Gauge criteria will be established based upon existing conditions identified during pre-construction survey.

D. If a Threshold Value is reached:

1. Engineer and Contractor will meet to discuss remedial measures.
2. Increase instrument monitoring frequency as directed by Engineer.
3. Install and monitor additional instruments as directed by Engineer.
4. Implement remedial measures in event Threshold Value is reached, so Limiting Value is not reached.

E. Take necessary steps so Limiting Value is not exceeded. Engineer may direct Contractor to suspend activities in affected area with exception of those actions necessary to avoid exceeding Limiting Value.

3.9 DISPOSITION OF INSTRUMENTS

A. Crack Gauges: Remove crack gauges during cleanup and restoration work, unless directed otherwise by the Engineer.

B. Seismographs: Remove units following completion of rock removal.

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SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Stripping and stockpiling rock.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, removing site utilities and abandoning site utilities in place.

B. Related Requirements:

1. Section 015000 “Temporary Facilities and Controls” for temporary erosion and sedimentation control measures
2. Section 024119 “Selective Demolition” for removal of underground utilities
3. Section 312316 “Rock Removal” for rock and boulder excavation.
4. Section 312500 “Erosion and Sedimentation Controls” for temporary protection of erosion and sedimentation.

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than one percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called “topsoil,” but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

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1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Conform to Tennessee Department of Environment and Conservation (TDEC) code for environmental requirements.

B. Perform Work in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

1.7 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed roadways if required by Owner or authorities having jurisdiction.
3. Refer to 015526 “Traffic Control” specification for additional requirements.

B. Utility Locator Service: Notify utility locator service for area where Project is located before starting Work, including site clearing.

C. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

D. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 “Earthwork.”

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

C. Call Local Utility Line Information service not less than three working days before performing Work.

1. Request underground utilities to be located and marked within and surrounding construction areas.

3.2 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities and drainage pipes indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

B. Locate, identify, and disconnect utilities and drainage pipes indicated to be abandoned in place. All existing pipes to be abandoned in place shall be plugged or capped on both ends and completely filled with flowable fill or grout having a strength of 100 psi or greater.

C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two weeks in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer’s written permission.

D. Removal of underground utilities is included in earthwork sections and in Section 024119 “Selective Demolition.”

E. All existing utilities that are in conflict with the proposed improvements will be relocated with the respective utility owner. Contractor to coordinate with the utility owners for timing of relocations and planning of Contractor's work.

3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 96 inches.
2. Do not stockpile topsoil within protection zones.

3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.

3.5 STOCKPILING ROCK

A. Remove from construction area naturally formed rocks that measure more than one foot across in least dimension. Do not include excavated or crushed rock.

1. Separate or wash off non-rock materials from rocks, including soil, clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

B. Stockpile rock away from edge of excavations without intermixing with other materials. Cover to prevent windblown debris from accumulating among rocks.

1. Limit height of rock stockpiles to 36 inches.
2. Do not stockpile rock within protection zones.
3. Dispose of surplus rock. Surplus rock is that which exceeds quantity indicated to be stockpiled or reused.

3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property, and in compliance with Section 024119 “Selective Demolition.”

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SECTION 312000 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Work includes:

1. Excavation for structures, tanks, foundations, manholes, vaults, electrical manholes, conduits, cables, raceways and ducts, pipes, paving; bulk excavations; embankments; grading; and related work such as sheeting, bracing and dewatering.
2. Clearing and stripping, procurement of on-site and imported fill material, excavating, placing, and compacting fill and backfill, structural excavating and backfilling, transportation and storage of excess earthwork materials; disposal of unsuitable, waste, and surplus materials; restoration of excavation and trench surfaces; and subsidiary work necessary to complete the grading of developed areas to conform with required lines, grades, and slopes.
3. Provide temporary excavation support systems, including sheeting, shoring, and bracing, to ensure the safety of personnel and protect adjacent structures, piping, and other materials in accordance with Federal, State and local laws, regulations, and requirements. Temporary excavation support systems are specified in Section 315000 “Excavation Support and Protection”.
4. Do not initiate extra work without written notification to Owner and Engineer and receiving Owner’s written approval in response.
5. Protect existing structures and utilities that remain.
6. Delegated design.

B. Related Requirements:

1. 310515 “Soils and Aggregates for Earthwork” for soil and aggregate materials.
2. Section 310519.13 “Geotextiles for Earthwork” for geotextile materials.
3. Section 311000 “Site Clearing” for site preparation work, including stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
4. Section 310900 “Geotechnical Instrumentation and Monitoring” for monitoring of existing structures and utilities.
5. Section 312316 “Rock Removal” for excavation of rock and boulders via non-explosive methods.
6. Section 312319 “Dewatering” for controlling surface and groundwater and disposing of water during construction.
7. Section 312333 “Trenching and Backfilling” for excavation, backfilling, and compaction in trench excavations.

8. Section 312500 “Erosion and Sedimentation Controls” to prevent erosion, sedimentation, and contamination of adjacent properties.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

C. Coverage: Pass of compaction equipment over the complete surface area of exposed lift or subgrade to receive compaction.

D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in Work.
2. Unauthorized Additional Excavation: Excavation as directed by Engineer to correct Contractor’s work not in compliance with Contract Documents, which will be performed without additional compensation.
3. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
4. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be provided without additional compensation.

E. Finished Grade: Required final grade elevation indicated on Drawings. Spot elevations take precedent over proposed contours.

F. In-the-Dry: An excavation subgrade where groundwater level: has been lowered to at least 2 feet below lowest level of excavation; is stable with no ponded water, mud, or muck; is able to support construction equipment without rutting or disturbance; and is suitable for placement and compaction of fill material, pipe, or concrete foundations.

G. Objectionable Material: Includes topsoil, organic matter (greater than 3 percent organic content per ASTM D2974), contaminated soil, construction debris, perishable materials, snow, ice, frozen earth, and rocks or lumps of cemented soils over 6 inches in maximum dimension.

H. Optimum Moisture Content: Moisture content (percent by dry weight) corresponding to maximum dry density of the same material as determined by ASTM Test Method D698.

I. Overexcavation: Removal of unsuitable soil or objectionable material at or below the normal grade of excavation or subgrade as indicated on Drawings.

J. Percent Compaction: Required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material, as determined in the laboratory by ASTM Test Method D698.

K. Structures: Buildings, wet wells, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, manholes and vaults, or other man-made stationary features constructed above or below the ground surface.

L. Subgrade: Required surface of subsoil, borrow fill, or compacted fill that is immediately beneath site improvements, especially dimensioned fill, paving, or other surfacing material.

M. Unsuitable Soil: Includes fill materials, organic soils (greater than 3 percent organic content per ASTM D2974), weak native soils, or clays with a plasticity index of greater than 30, and any materials that cannot be properly placed and compacted as specified.

N. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

O. Zone of Influence: A line extending at least 2 feet beyond foundation or pipeline edge, then outward and downward at a slope of 1 horizontal to 1 vertical. Do no excavation below foundation of existing structures or pipeline.

P. Professional Engineer: Professional Engineer licensed in the State of Tennessee meeting project qualifications and who is hired by Contractor.

1.4 ACTION SUBMITTALS

A. Coordinate various submittal types required by this Section with requirements of dewatering, rock removal, and geotechnical instrumentation submittals specified in other Sections.

1.5 DELEGATED DESIGN SUBMITTALS

A. Qualifications Statement: Submit qualifications for licensed professional.

1.6 INFORMATIONAL SUBMITTALS

A. Construction and Operations Plan: Submit proposed methods of construction, including earthwork operations, excavation limits, slopes, fill material moisture conditioning and handling, compaction equipment, excavation support systems designs, backfilling and filling and compaction, and material sources.

B. Submit copies of field daily reports by soil technician at the end of each work day that earthwork and grading operations occur.

C. Upon completion of earthwork and grading operations, submit an as-graded map showing density test numbers and locations, a table of density test results and depths, and a certification of compliance by geotechnical engineer in charge.

D. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

1.7 QUALITY ASSURANCE

A. Excavation, trenching, sheeting, bracing, and similar work shall comply with requirements of OSHA excavation safety standards, 29 CFR Part 1926 Subpart P and State and local authorities having jurisdiction. Where conflict between OSHA, State and local regulations exists, apply most stringent requirements.

B. At least three working days prior to starting any excavation, notify the appropriate regional notification center for underground utilities and underground utility owners who are not members of notification center. To obtain area specific information for project site, refer to www.tenn811.com.

1.8 FIELD CONDITIONS

A. Be responsible for construction layout and reference staking necessary for proper control and satisfactory completion of structures, cutting, filling, grading, drainage, fencing, embankment improvements, curbing, and other appurtenances.

B. Perform construction layout and staking by a Professional Surveyor or Professional Engineer licensed in the State of Tennessee, experienced and skilled in construction layout and staking requirements.

C. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earthwork operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

D. Improvements on Adjoining Property: Authority for performing earthwork indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by The Engineer.

E. Utility Locator Service: Notify Tennessee 811 for area where Project is located before beginning earthwork operations.

F. Do not commence earthwork operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 015000 “Temporary Facilities and Controls” are in place.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill and aggregate materials designated for use in this Section are specified in Section 310515 “Soils and Aggregates for Earthwork”.

B. On-Site Fill Material: Earth and rock material obtained at project site during excavation, following clearing and stripping, from which any Unsuitable Soil or Objectionable Material has been removed.

C. General: Provide imported fill materials when sufficient satisfactory soil materials are not available from excavations.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, tanks utilities, sidewalks, pavements, fencing, landscaping, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

1. If necessary, remove and restore or replace curbing, driveway aprons, and fencing after performing backfilling work.
2. Replace existing facilities damaged by construction with new material fully equal to existing without additional compensation.

B. Prior to and During Earthwork Operations:

1. Provide, monitor, and maintain geotechnical instrumentation regarding settlement; coordinate with Section 310900 “Geotechnical Instrumentation and Monitoring.”
2. Protect and maintain erosion and sedimentation controls; coordinate with Section 312500 “Erosion and Sedimentation Controls.”
3. Provide, monitor, and maintain temporary excavation support.

    a. Use temporary excavation support system for excavations within the zone of influence for existing structures or utilities.
    b. Do not permit excavations below base level of adjacent foundations or retaining walls, unless excavation design and bracing includes an analysis of structure’s stability supported by the foundation. When necessary due to project conditions, incorporate required bracing and foundation underpinning.

4. Provide, monitor, and maintain dewatering and drainage systems; coordinate with Section 312319 “Dewatering.”

C. Test Pits:

1. Perform exploratory excavation work, test pits, for purpose of verifying the location of underground utilities and structures and to check for unknown utilities and structures, prior to commencing excavation work.
2. Backfill and compact test pits as soon as desired information has been obtained. Stabilize backfilled surfaces in accordance with approved erosion and sedimentation control plans.

D. Clearing and Stripping. Initially clear and strip ground surfaces beneath planned structures and in areas requiring excavation or filling of organic material and debris. Do not use those materials as On-Site Fill Material; remove from the site and properly dispose or reuse as topsoil in landscape areas.

1. Stripping Depth Variance: From about <insert dimension> inches to <insert dimension> inches.

E. Saw cut existing pavement with a saw, wheel, or pneumatic chisel along straight lines before excavating.

3.2 DEWATERING AND DRAINAGE

A. Provide dewatering and drainage in accordance with Section 312319 “Dewatering.” This Article supplements those requirements.

B. Prevent surface water and groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff and groundwater seepage away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

D. Prior to excavation, verify groundwater will be at required level indicated on approved dewatering and drainage submittal.

E. Accomplish dewatering by methods that preserve undisturbed state of subgrade soils. Dewater in a manner to prevent boiling, detrimental under-seepage, or disturbance at excavation base.

3.3 SUPPORT OF EXCAVATION

A. Install excavation support in accordance with reviewed Shop Drawings prior to beginning excavation work. Maintain excavation supports that are required to remain in place, if applicable, as indicated on Drawings or as required by approved Shop Drawings.

B. The Owner or Engineer may direct that certain excavation supports remain in place or be cut off at any specific elevation. Supports directed by the Owner or Engineer to be left in place and not so designated on Contract Documents will be paid for according to Contract provisions for changes in Work.

C. The right of the Owner or Engineer to direct that certain excavation supports remain in place shall not be construed as creating any obligation on the Owner or Engineer to give such direction, nor shall failure to give such direction relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of Contractor to leave in place sufficient excavation supports to prevent any movement of the ground or damage to adjacent structures.

D. Construct temporary excavation slopes in accordance with the requirements of OSHA excavation safety standards and approved Shop Drawings.

E. Where allowed, carefully remove excavation supports in a manner without endangering the Work or other adjacent structures, utilities, or property. Immediately fill voids left or caused by withdrawal of supports with sand and compact.

3.4 EXCAVATION

A. Include material of every description and of whatever substance encountered as an unclassified excavation.

B. General: Excavate on-site soils using standard earthmoving equipment. Excavation in dense soil or rock may require special equipment. Do not plough, scrape, or dig earth with machinery so near to finished subgrade to result in excavation of or disturbance of below grade material.

C. Make excavations to grades indicated on Drawings and in widths sufficient for laying of pipe, construction of the structure, installing bracing, excavation supports, dewatering and drainage facilities, and working clearances.

D. Perform excavation in-the-dry and accomplished by methods which preserve the natural undisturbed condition of subgrade soils.

E. Moisture Sensitive Soils: Use a smooth-edge bucket to excavate last one foot of depth when excavation is to end in such soils.

F. If excavation bottom is removed below the limits shown on Drawings, specified, or directed by The Engineer, refill with structural fill, crushed stone, lean concrete, or other material satisfactory to the Engineer without additional compensation.

G. When excavation has reached prescribed depths, notify the Engineer who will observe the conditions. If materials and conditions are not satisfactory, the Engineer will issue instructions for corrective procedures. Engineer will be the sole judge as to whether the work has been accomplished satisfactorily.

H. Subgrade soils that have become soft, loose, quick, or otherwise unsatisfactory due to inadequate excavation, dewatering, or other construction methods in the opinion of Engineer, remove existing soil and replaced with structural fill, crushed stone, lean concrete, or other material as acceptable to Engineer at Contractor's expense.

I. Exposed subgrades in large open areas and for foundations shall be proof rolled with at least two overlapping coverages of a vibratory drum roller with a minimum static drum weight of 10

ton. Conduct proof-rolling in presence of Engineer. Engineer will waive this requirement, if in its opinion the subgrade will be rendered unsuitable by such proof-rolling.

1. Confined Areas: Proof-roll with hand operated vibratory equipment that is approved by Engineer.

J. Perform overexcavation at Engineer's request to remove unsuitable soil, objectionable material, or other materials as determined by Engineer and to such depth and width as directed. Replace with suitable material as directed by The Engineer.

1. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

K. Perform excavation for pipelines beneath structures and excavation for footings with excavating equipment operating from the subgrade for the structure, while in-the-dry and in a manner preserving the undisturbed state of subgrade soils.

L. When excavations have reached the required subgrade, including any allowances for working mats or base materials and prior to their placement, notify Soils Testing Laboratory to verify suitability of existing subgrade soils for anticipated foundation and structural loadings.

1. If existing subgrade soils are determined to be unsuitable, follow direction provided by Engineer regarding removal and replacement with suitable materials.
2. Notify Engineer if the revised work scope would modify Contractor's cost and thereby entitle a change to the Contract Sum. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

M. Replace overexcavation beyond the limits and depths required by Contract Documents using structural fill, crushed stone, lean concrete, or other material satisfactory to The Engineer without additional compensation.

3.5 SUBGRADE PREPARATION

A. Notify Engineer when excavations have reached required subgrade.

B. Maintain excavated subgrade in-the-dry condition.

C. Prior to fill placement, remove objectionable material which includes, but not be limited to, pavement, topsoil, organic matter, contaminated soil, construction debris, perishable materials, snow, ice, frozen earth, and rocks or lumps of cemented soils over 6 inches in maximum dimension.

D. For subgrades consisting of granular soils, proof roll the final subgrade using at least four coverages of a vibrator plate compactor or roller.

E. Where existing subgrade contains a significant amount of fine-grained soils, over-excavate sufficiently below the bottom of structure for placement of a lean concrete or crushed stone working mat. Remove loose or soft material from the subgrade immediately prior to placing lean concrete working mat.

F. Remove and replace soft subgrades or unusable material with structural fill, crushed stone, lean concrete, or other material satisfactory to Engineer.

G. During wet or freezing weather, or in areas where exposed subgrade consists of moisture-sensitive soils, take measures to protect foundation excavations once they have been approved by Engineer. Protective measures include, but are not limited to, placing insulation blankets, placing a layer of fill, pea gravel, crushed rock, or lean concrete on the exposed subgrade, or covering the exposed subgrade with a plastic tent.

1. If additional overexcavation is required due to the subgrade not being protected against wet or freezing weather, perform additional work without additional compensation.

H. Notify Engineer to observe conditions following subgrade preparation and prior to fill placement. If existing subgrade soils are determined to be unsuitable, follow direction provided by The Engineer regarding removal and replacement with suitable materials.

1. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

3.6 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Protect from precipitation.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 FILL PLACEMENT AND COMPACTION PROCEDURES

A. Fill and Backfill: Place materials in lifts to suit specified compaction requirements to required lines and grades, making allowances for settlement and placement of cover materials, such as topsoil or sod. Correct soft spots or uncompacted areas.

B. Do not place or compact fill and backfill when materials are too wet to properly compact.

1. In-place Soil Moisture Content: Compact fill and backfill from optimum to a maximum of 3 percentage points above or below optimum moisture content of soil, as determined by laboratory test of moisture-density relation appropriate to specified level of compaction.

C. Structural Fill and Select Common Fill: Construct to required lines and grades, making allowances for settlement and placement of cover materials, such as topsoil and sod. Correct soft spots or uncompacted areas.

D. Fill material shall be free of snow, ice, frost, and frozen earth. Do not place fill materials on frozen surfaces or surfaces covered by snow, ice, or frost.

E. If subgrade slopes more than 10 percent, step subgrade to produce a stable, horizontal surface for placement of fill materials. Scarify existing subgrade slope to a depth of at least 6 inches.

F. Compact filled slopes by slope rolling and trimming or overfill and trim back to plan grade to expose a firm, smooth surface free of loose material.

G. Do not allow fill lifts to contain stones with a dimension larger than 1/2 the specified loose measure lift thickness.

H. Perform compaction in open areas using compaction equipment by any of the following methods:

1. Fully loaded ten-wheel trucks or front-end loaders.
2. Tractor dozers weighing minimum of 30,000 pounds.
3. Heavy vibratory rollers (10 ton).

I. Confined Compaction: Perform compaction in confined areas, including areas within a 45-degree angle extending upward and outward from the base of a wall, and in areas where the use of large equipment is impractical, using hand-operated vibratory equipment or mechanical tampers.

1. Do not exceed lift thickness of 6 inches or 1/2 the specified lift thickness (whichever is less), measured before compaction, when using hand operated equipment.

J. Moisture condition on-site fill material prior to placement, unless Contractor demonstrates to Engineer in-place moisture conditioning methods can achieve the required moisture content.

K. Conduct compaction of each specified lift of fill materials by a minimum of four complete coverages with acceptable compaction equipment to a specified density as a percentage of maximum dry density as determined by ASTM D698, unless otherwise specified.

L. Use structural fill required beneath foundations or slabs on grade, except sidewalks. Place and compact structural fill in even lifts having a maximum thickness of 8 inches, measured before compaction.

M. Use select common fill material placed within 10 feet of all structures. Uniformly place and compact select fill around the structure in even lifts having a maximum thickness of 8 inches, measured before compaction.

N. Use common fill in areas beyond those designated for structural fill or select common fill, unless shown or otherwise specified. Place in even lifts having a maximum thickness of 12 inches, measured before compaction.

3.8 COMPACTION REQUIREMENTS

A. Perform in-place testing of compacted fill lifts to measure in-place density and water content according to ASTM D6938 and ASTM D698.

B. Structural Fill for Beneath Foundations and Slabs-on-Grade, Except Sidewalks: Compact top 12 inches of existing subgrade and each layer of fill, if applicable to:

1. Maximum Dry Density: Minimum of 98 percent for ASTM D698.

2. Moisture Content: At or near its optimum moisture content of minus 2 percent to plus 2 percent.

C. Select Common Fill for Areas Around Structures: Within 10 feet compact each fill or backfill layer to:

1. Maximum Dry Density: Minimum of 95 percent for ASTM D698.
2. Moisture Content: At or near its optimum moisture content of minus 3 percent to plus 3 percent.

D. Common Fill for Embankments, Lawn, Trench Backfill in Non-Paved Areas, or Unimproved Areas: Does not include embankments under roadways and earth dam structures. Compact each fill or backfill layer to:

1. Maximum Dry Density: Minimum of 92 percent for ASTM D698.
2. Moisture Content: At or near its optimum moisture content of minus 3 percent to plus 3 percent.

E. Select Common Fill for Sidewalks: Compact each fill layer to:

1. Maximum Dry Density: Minimum of 95 percent for ASTM D698.
2. Moisture Content: At or near its optimum moisture content of minus 3 percent to plus 3 percent.

F. Select Common Fill for Roads, Paved Areas, and Roadway Embankments: Compact each layer of fill or backfill to:

1. Maximum Dry Density: Minimum of 98 percent for ASTM D698.
2. Moisture Content: At or near its optimum moisture content of minus 3 percent to plus 3 percent.

3.9 DISPOSAL OF UNSUITABLE, WASTE, AND SURPLUS EXCAVATED MATERIALS

A. Unsuitable soil, objectionable material, waste, and surplus excavated material shall be removed and disposed of off-site. Materials may be temporarily stockpiled in an area within the limits of construction that does not disrupt construction activities, create any nuisances or safety hazards, or otherwise restricts access to work site.

3.10 GRADING

A. Perform grading to lines and grades shown on Drawings. Remove objectionable materials encountered within the limits indicated and disposed of off-site. Completely and continuously drained and dewatered subgrades throughout the grading process. Install temporary drains and drainage ditches to intercept or divert surface water that may affect the execution or condition of grading work.

B. If it is not possible at the time of grading to place material in its proper section of the Work, stockpile it in approved areas for later use. No additional compensation will be made for stockpiling or double handling of excavated materials.

C. In cut areas, remove loose or protruding rocks in slopes to line or finished grade of the slope. Uniformly dress, cut, and fill slopes to slope cross-section and alignment shown on Drawings, unless otherwise directed by Engineer.

3.11 FIELD QUALITY CONTROL

A. Test and observe materials as described in this Article. Cooperate by allowing free access to work for selection of test materials and observations.

B. General Testing Requirements:

1. At Structures: Prior to placement of bedding material, concrete work mats, structural fill or structural concrete, coordinate with Soils Testing Laboratory to verify suitability of existing subgrade soil.
2. Backfill and Fill: Prior to and during the placement of backfill and fill coordinate with Soils Testing Laboratory to perform in-place soil density tests to verify that backfill and fill material has been placed and compacted in accordance with specified compaction requirements.

    a. Provide minimum 72 hours' notice prior to placement of backfill and fill.

3. Subgrade: Do not cover with fill without observation, testing, and approval by Soils Testing Laboratory.

    a. Earthwork activities performed without properly scheduled inspection are subject to removal and replacement or additional testing as directed by The Engineer without additional compensation.

C. If field test results are not in conformance with project requirements, correct deficiencies in compacted materials to satisfaction of Engineer without additional compensation.

D. Earthwork activities performed without properly scheduled inspection are subject to removal and replacement or additional testing as directed by Engineer without additional compensation.

E. Testing methods shall comply with latest ASTM or equivalent AASHTO Standards applicable during bidding.

F. During placement of bedding, backfill, and fill, perform in-place soil density testing to confirm that fill material has been compacted in accordance with project requirements. The Engineer may designate areas to be tested. Notify Engineer at least 72 hours in advance of scheduled compaction testing. In place soil density tests on backfill and fill material shall be as required by authorities having jurisdiction, but in no instance, shall be less than those listed:

1. Structures and Embankments: At least one density and moisture content test for each 2,500 square feetof surface area for each lift of fill at embankment, structure, and manhole locations.
2. Trench Excavations: At least one nuclear density and one moisture content test at a maximum of 250 feet intervals for every second lift of fill placed or as directed by the Engineer.
3. The Engineer may designate supplemental areas to be tested at additional compensation.

G. Materials which have been previously tested may be subjected to further testing from time to time and may be rejected, if it is determined that results do not conform to project requirements. Immediately remove rejected materials when directed by Engineer, notwithstanding results of previous testing.

H. The Engineer or Owner may conduct additional soil testing. Cooperate fully in allowing additional test to be made, including free access to the work.

3.12 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by the Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION 312000

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SECTION 312316 - ROCK REMOVAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Excavating, removing, and disposing of identified and discovered rock and boulders during excavation via non-explosive methods.
2. Tools to assist rock removal.
3. Backfill in place of the excavated rock.

B. Related Requirements:

1. Section 310515 “Soils and Aggregates for Earthwork” for soil and aggregate material.
2. Section 310900 “Geotechnical Instrumentation and Monitoring” for monitoring ground and structure responses.
3. Section 312000 “Earthwork” for excavation, backfilling, and compaction in open areas.
4. Section 312333 “Trenching and Backfilling” for excavation, backfilling, and compaction in trench excavations.

1.3 DEFINITIONS

A. Rock: Intact mass of stone, bedrock, or ledgerock.

B. Boulder: Rock fragments exceeding 1 cubic yard in volume.

C. Rock Excavation: Removal of intact rock, which in the Engineer’s opinion cannot be removed by conventional mechanical excavation equipment and requires continuous, systematic drilling, blasting, wedging, sledging, cutting, barring, jack hammering, hoe ramming, or expansive chemical splitting.

D. Boulder Excavation: Removal of non-intact boulders that can be removed by conventional mechanical excavation equipment.

E. Conventional Mechanical Excavation Equipment: Bulldozer or tractor, drawing a single tooth hydraulic ripper with a minimum drawbar pull of 56,000 pounds.

F. Soil Excavation:

1. Rock fragments less than 1 cubic yard in volume that can be removed by conventional mechanical excavation.
2. Removal of earth, weathered rock, and rock fragment that can be removed by conventional mechanical excavation.
3. Soil excavation includes excavation of earth materials that are not considered as rock excavation or boulder excavation.

G. Loose or disintegrated rock, rotted shale, nested stones, hardpan, and like materials are not considered as rock or boulder.

H. Abutter: Owner of an adjoining property.

1.4 ACTION SUBMITTALS

A. Submit means and methods description at least two weeks prior to commencing rock and boulder excavation.

1. Identify techniques including size and energy of impact equipment and chemical properties of agents to be used for chemical splitting.
2. Name and qualifications of persons responsible for monitoring and reporting rock excavation vibrations.

B. Review by the Engineer of Contractor's submittals does not relieve Contractor of responsibility for accuracy, adequacy, and safety of rock and boulder excavation, exercising proper supervision and field judgment, and producing results specified in this Section.

PART 2 - PRODUCTS

2.1 SOILS AND AGGREGATE

A. Refer to Section 310515 "Soils and Aggregates" for soil and aggregate materials.

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Uncover rock when encountered, but do not excavate until measurements are made by the Engineer.

3.2 ROCK REMOVAL

A. Perform rock excavation by drilling, wedging, sledging, cutting, barring, jack hammering, hoe ramming, expansive chemical splitting, or other similar process in a manner, which does not cause damage to existing structures, new construction, or affecting Owner operations.

B. Blasting is not allowed.

C. Perform rock excavation operations to comply with project, state, and local noise and dust regulations.

D. When below grade excavation methods shatter rock and is unfit for subgrade, as determined by the Engineer, remove rock and refill excavation with thoroughly compacted crushed stone, structural fill, or lean concrete without additional compensation.

E. When directed by Engineer during the work, remove dirt and loose rock from designated areas and thoroughly clean rock surface; use steam to melt snow and ice, if necessary. Remove water in depressions so the whole surface of designated area can be inspected to determine whether seams or other defects exist.

F. Leave surfaces of rock foundations sufficiently rough to bond well with concrete. When required, cut rock to rough benches or steps.

G. Before installing concrete slabs on or against rock, free rock surfaces from vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Use picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means to accomplish this cleaning. Remove free water left on rock surface.

3.3 BOULDER EXCAVATION

A. Boulder and rock fragments up to 1 cubic yard in volume may be reduced in size by rock excavation methods to simplify its removal.

3.4 VIBRATION MONITORING

A. Conduct vibration monitoring according to requirements specified in Section 310900 “Geotechnical Instrumentation and Monitoring.”

3.5 DISPOSAL OF ROCK AND BOULDERS

A. Fragmented rock with dimensions not exceeding 6 inches in any direction may be mixed with common fill and used as common fill in accordance with Section 310515 “Soils and Aggregates for Earthwork.”

B. Crushed and screened rock and boulders may be for reused in the work, provided resultant materials meet requirements for aggregate, crushed stone, or structural fill as specified in Section 310515 “Soils and Aggregates for Earthwork.”

C. Stockpile excavated material without excessive surcharge on excavation or obstructing free access to hydrants and gate valves. Avoid inconvenience to traffic and abutters as much as possible.

D. Should conditions make it impracticable or unsafe to stack material adjacent to excavations, haul and store material at provided location. When required, re-handle and use it for trench backfilling without additional compensation.

E. Replace rock and boulder material disposed of by wasting using available surplus suitable soils. Where there is a deficiency of surplus backfill material, provide common fill without additional compensation.

F. Remove and dispose off-site unused rock and boulders.

END OF SECTION 312316

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SECTION 312319 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Temporary construction dewatering and surface water control and incorporates the design, equipment, materials, installation, operation, protection, monitoring and removal of dewatering and drainage system. Provide dewatering system sufficient to lower groundwater and collect surface water, regardless of groundwater level or rainfall at any time during Work.
2. Delegated design.

B. Obtain and pay for permits required for dewatering and drainage systems, including but not limited to local groundwater conservation districts. Implement measurements to comply with dewatering and discharge permits requirements.

C. Related Requirements:

1. Section 310515 “Soils and Aggregates for Earthwork” for soil and aggregate materials.
2. Section 310519 “Geotextiles for Earthwork” for geotextile materials.
3. Section 310900 “Geotechnical Instrumentation and Monitoring” for monitoring of existing structures and utilities.
4. Section 312000 “Earthwork” for excavating, backfilling, and compaction on open areas and bulk excavations.
5. Section 312316 “Rock Removal” for removal of rock and boulders via non-blasting methods.
6. Section 312333 “Trenching and Backfilling” for excavating, backfilling, and compaction in trench excavations.
7. Section 312500 “Erosion and Sedimentation Controls” to prevent erosion, sedimentation, and contamination of adjacent properties.

1.3 DEFINITIONS

A. In-the-Dry: An excavation subgrade where all of the following are met:

1. Groundwater level has been lowered to at least 2 feet below lowest excavation level in soil or at or below the top of the rock surface.
2. Subgrade is stable with no ponded water, mud, or muck.
3. Subgrade is able to support construction equipment without rutting or disturbance.

4. Subgrade is suitable for placement and compaction of fill material, pipe, or concrete foundations.

B. Contractor's Engineered Design: Design prepared on behalf of Contractor by a licensed Professional Engineer.

C. Professional Engineer: Professional Engineer licensed in the State of Tennessee meeting project qualifications and who is hired by Contractor.

1.4 DELEGATED DESIGN SUBMITTALS

A. Design Plan: Submit written dewatering and drainage system design plan, prepared by a qualified Professional Engineer. For sump pump systems, submit written dewatering and drainage system design plan prepared by an experienced Installer. Include at a minimum the following:

1. Description of proposed dewatering system and installation methods to be used for system elements.
2. Description of equipment, drilling methods, holes sizes, filter sand placement techniques, sealing materials, development techniques, number and location of dewatering points and observations wells.
3. Dewatering system design calculations demonstrating that the proposed system meets all requirements herein and elsewhere.
4. Sequence of well and well-point placement coordinated with temporary support of excavation system installation and control procedures to be adopted, if dewatering problems arise.
5. Identification of anticipated area influenced by dewatering system and address impacts to adjacent existing and proposed structures.
6. Coordinate dewatering and drainage submittals with excavation and support of excavation submittals.

B. Shop Drawings: Submit shop drawings for dewatering system, prepared by a qualified Professional Engineer. For sump pump systems, the dewatering system shop drawings may be prepared by an experienced Installer. Include at a minimum the following:

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
3. Include pump capacity and anticipated discharge rate.
4. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
5. Show areas and depths of excavation to be dewatered and adjacent structures or facilities within the anticipated area of influence.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and Professional Engineer.

B. Field quality-control reports.

C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer that has specialized in installation of dewatering systems and dewatering work and having a minimum of 5 years' experience.

B. Professional Engineer Qualifications: Professional Engineer licensed in the State of Tennessee; having a minimum of 5 years' experience in design and construction of dewatering and drainage systems; and having completed not less than 5 successful dewatering and drainage projects of equal type, size, and complexity to that required for the work.

C. Comply with authorities having jurisdiction for the following:

1. Drilling and abandoning of wells and well-points used for dewatering systems.
2. Water discharge and disposal from dewatering operations.

D. Obtain required permits for storm water discharge from construction sites.

1.7 FIELD CONDITIONS

A. Project-Site Information: Geotechnical data has been prepared for this Project and is available for information only. Owner is not responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
2. Groundwater levels may vary during the work and should not be assumed to be accurately represented by groundwater level readings reported in the geotechnical data.

B. Survey Work: Engage qualified land surveyor or Professional Engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

A. Delegated Design: Engage a qualified Professional Engineer, as defined in Sections 013300 "Submittal Procedures" and 014000 "Quality Requirements", to submit the items listed in the DELEGATED SUBMITTALS Article.

B. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of surface and groundwater and permit excavation and construction to proceed in-the-dry in accordance with the requirements herein and elsewhere.

1. Design dewatering system, including comprehensive engineering analysis by the Contractor's Design Engineer.
2. Continuously monitor and maintain dewatering operations to ensure required groundwater lowering, erosion control, stability of excavations, excavation support, and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

C. Primary Purpose of Work: Preserve natural undisturbed condition of subgrade soils in areas of proposed excavations.

1. Prior to excavation, lower groundwater to at least 2 feet below lowest excavation subgrade elevation in soil or at or below the top of rock.
2. Additional groundwater lowering may be necessary beyond 2 feet requirement, depending on construction methods, equipment used, and prevailing groundwater and soil conditions. Lower groundwater as necessary to complete construction in accordance with Contract Documents without additional compensation.

D. Design deep wells, well points and sumps, and other groundwater control system components to prevent loss of fines from surrounding soils. Use sand filters with dewatering installations, unless screens are properly sized by Contractor's Design Engineer to prevent passage of fines from surrounding soils.

E. Maintain standby pumping systems and sources of standby power at various sites.

F. Design dewatering system to prevent damage to adjacent properties, buildings, structures, utilities, and facilities from dewatering operations. Be responsible for damage to properties, buildings or structures, sewers and other utility installations, pavements, and work that may result from dewatering or surface water control operations.

G. Regulatory Requirements: Comply with governing regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

2.2 MATERIALS

A. Equipment: Piping, pumping, and other equipment and materials to provide control of surface water and groundwater in excavations.

B. Grout: Mixture of portland cement and bentonite clay or sand suitable for sealing abandoned wells, well-points, and piping.

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PART 3 - EXECUTION

3.1 GENERAL

A. Control surface water and groundwater such that:

1. Excavation to final grade is made in-the-dry.
2. Natural undisturbed conditions of subgrade soils are maintained.
3. Softening, instability, or disturbance due to presence or seepage of water does not occur.
4. Construction and backfilling proceeds in-the-dry.
5. Floatation of completed portions of work shall be prohibited.

B. Methods of groundwater control may include but are not limited to perimeter trenches and sump pumping, perimeter groundwater cutoff, well-points, ejectors, deep wells, or any combination.

C. Where groundwater levels are above proposed bottom of excavation level, provide a pumped dewatering system for pre-drainage of soils prior to excavation and for maintaining lowered groundwater level until construction has been completed such that structure, pipeline, or fill will not be floated or otherwise damaged.

D. Vary type of system, spacing of dewatering units, and other details of the work depending on soil and water conditions at each location.

E. Do work in a manner to protect adjacent structures and utilities without causing loss of ground or disturbance to pipe bearing soils or soils supporting overlying or adjacent structures.

F. Locate groundwater control system components where they will not interfere with construction activities adjacent to the work area. Do not make excavations for sumps or drainage ditches within or below 1H:1V slopes extending downward and out from edges of existing or proposed foundation elements or from downward vertical footprint of pipe without approval by the Engineer.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate

routes around closed or obstructed traffic ways, if required by authorities having jurisdiction.

C. Provide temporary grading to facilitate dewatering and control of surface water.

D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 311000 “Site Clearing,” during dewatering operations.

3.3 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.

C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.4 SURFACE WATER CONTROL

A. Construct surface water control measures, including dikes, ditches, sumps and other methods to prevent flow of surface water into excavations and to allow construction to proceed without delay.

B. Grade excavation to divert surface water and groundwater within excavation areas into sumps and dewatering wells.

3.5 EXCAVATION DEWATERING

A. Provide and maintain equipment and facilities to promptly remove and properly dispose of water entering excavations. Maintain excavations in-the-dry.

B. Excavation dewatering shall maintain the subgrade in a natural undisturbed condition and be in operation until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.

C. Do not place pipe, masonry, and concrete in water or submerge within 24 hours after being installed. Prevent water from flow over new masonry or concrete within four days after placement.

D. Prevent water from rising to cause unbalanced pressure on structures until concrete or mortar has set at least 24 hours. Prevent pipe flotation by promptly placing backfill.

E. Conduct dewatering to preserve natural undisturbed condition of subgrade soils at bottom of excavation.

F. If trench subgrade or excavation bottom becomes disturbed due to inadequate dewatering or drainage, excavate below normal grade as directed by the Engineer and refill with structural fill, crushed stone, or other material as approved by the Engineer without additional compensation.

G. It is expected that initial dewatering plan may be modified to suit variable soil and water conditions encountered. Dewater and excavate in a manner without causing loss of ground or disturbance to pipe bearing soil or soil that supports overlying or adjacent structures or instability of excavation.

H. Surround dewatering units with suitable filter sand with no fines being removed by pumping. Pump continuously from dewatering system until pipe or structure is adequately backfilled. Provide stand-by pumps.

I. Collect water entering excavations from precipitation or surface runoff in shallow ditches around excavation perimeter, drained to a sump, and pump from excavation to maintain a bottom free from standing water.

J. Dispose of drainage to an approved area. Do not use existing or new sanitary sewers to dispose of drainage.

3.6 WELL-POINT SYSTEMS

A. Where necessary, install a vacuum well-point system around excavation for dewatering purposes. Surround each well-point and riser pipe by a sand filter. Use sand of gradation that after initial development of well-points, quantity and size of soil particles discharged shall be negligible. Provide well-point systems capable of operating continuously under highest possible vacuum. Include sufficient valves and gauges to accurately monitor and control the system. Develop and redevelop well-points to provide reliable performance throughout the duration of the work.

B. Install well-point systems in Engineer’s presence according with approved submittal.

3.7 DEEP WELLS

A. Where necessary, install a deep well system around an excavation to dewater it. Surround each well with a sand filter having adequate gradation so quantity and size of soil particles discharged are negligible. Install sufficient number of wells to lower groundwater level allowing excavation to proceed in-the-dry. Develop and redevelop wells as necessary to provide reliable performance throughout the duration of the work.

B. Install deep wells in Engineer’s presence according with approved submittal.

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3.8 REMOVAL OF SYSTEMS

A. At completion of excavation and backfilling work and when approved by the Engineer, remove from site various pipe, deep wells, well-points, pumps, generators, other equipment, and accessories used for groundwater and surface water control systems.

1. Removed materials and equipment become property of Contractor.

B. Restore areas disturbed by installation and removal of groundwater control systems to their original condition.

C. Leave in place deep wells casings and well-points located:

1. Within plan limits of structures or pipelines.
2. Within zone below 1H:1V planes extending downward and out from edges of foundation elements or from downward vertical footprint of pipe.
3. Where removal would result in ground movements causing adverse settlement to adjacent ground surface, utilities, or existing structures.

D. Fill casings with cement grout and cut off a minimum of 3 feet below finished ground level or 1 foot below foundation level to prevent interference with finished structures or pipelines.

END OF SECTION 312319

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SECTION 312333 - TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section includes delegated design of trench excavation, support, backfilling, and compaction in trench excavations.

B. Related Requirements:

1. Section 310515 “Soils and Aggregates for Earthwork” for soil and aggregate materials.
2. Section 312000 “Earthwork” for excavating, backfilling, and compaction in open areas and bulk excavations.
3. Section 312316 “Rock Removal” for rock and boulder excavation via non-explosive methods.
4. Section 312319 “Dewatering” for controlling surface and groundwater and disposing of water during construction.
5. Section 312500 “Erosion and Sedimentation Controls” to prevent erosion, sedimentation, and contamination of adjacent properties.

1.3 DEFINITIONS

A. Percent Compaction: Means at least the stated percentage of maximum density as determined by ASTM D698.

1.4 ACTION SUBMITTALS

A. Submit proposed method of backfilling and compaction prior to start of Work.

1.5 DELEGATED DESIGN SUBMITTALS

A. Submit method of temporary trench excavation and support, where necessary, including design of sheeting and bracing with calculations signed and sealed by qualified professional engineer responsible for their preparation.

B. Qualifications Statement: Submit qualifications for licensed professional.

1.6 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For material excavated from trench for re-use as backfill, by a qualified testing agency.

1.7 QUALITY ASSURANCE

A. Comply with following regulations:

1. Occupational Safety and Health Administration (OSHA): 29 CFR Part 1926 Subpart P.

B. Professional Engineer Qualifications: Licensed Professional Engineer experienced in design of specified Work and licensed in the jurisdiction of Project location; having a minimum of 5 years' experience in design and construction of trench excavation and support.

C. Provide excavation, trenching, related sheeting, bracing, and related materials to comply with requirements of OSHA excavation safety standards (29 CFR Part 1926 Subpart P) and State of Tennessee requirements. Where conflict exists between OSHA and State regulations, more stringent requirements apply.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store excavated materials according to Section 312500 "Erosion and Sedimentation Control" to prevent erosion of soil type materials and contamination of adjacent water sources.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Sections 013300 "Submittal Procedures" and 014000 "Quality Requirements," to submit the items listed in the DELEGATED DESIGN SUBMITTALS Article.

2.2 SOILS AND AGGREGATES

A. Refer to Section 310515 "Soils and Aggregate" for soil and aggregate materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine that erosion and sedimentation controls are in place and comply with project requirements and authorities having jurisdiction.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Protect features to remain-in-place including benchmarks, existing structures, fences, sidewalks, paving, curbs, etc. from excavating equipment and vehicular traffic.

C. Maintain and protect above and below grade utilities indicated to remain.

3.3 TRENCH EXCAVATION

A. Trench excavation includes material of every description and substance encountered, except rock and boulders. Refer to Section 312316 “Rock Removal” for excavation of those materials.

B. Cut rigid and flexible pavement with a saw, wheel, or pneumatic chisel along straight lines before excavating.

C. Strip and stockpile topsoil from grassed areas crossed by trenches.

1. At Contractor's option when required, dispose of and replace with approved topsoil of equal quality.

D. While excavating and backfilling is in progress, maintain traffic and protect utilities and other property.

E. Excavate trenches to indicated depths and in widths sufficient and of practical minimum for pipe laying, bracing, and pumping and drainage facilities.

F. Accomplish excavation and dewatering by methods preserving undisturbed state of subgrade soils. Excavate trench by machinery to or just below designated subgrade, if material remaining in trench bottom is no more than slightly disturbed.

1. Remove subgrade soils that become soft, loose, quick, or otherwise unsatisfactory due to inadequate excavation, dewatering, or other construction methods and replace with crushed stone, structural fill, or other material acceptable to Engineer at Contractor's expense.

G. Use care when working in fine-grained soils (i.e., clays and silts), which are particularly susceptible to disturbance due to construction operations. When excavation is to end in such soils, use a smooth-edge bucket to excavate the last 12 inches of depth.

H. Where pipe is to be laid in pipe bedding, excavate trench by machinery to normal depth of pipe, provided material remaining in trench bottom is no more than slightly disturbed.

3.4 DISPOSAL OF MATERIALS

A. Stack excavated material without excessive surcharge on trench bank or obstructing free access to hydrants and gate valves. Avoid inconvenience to traffic and abutters. Segregated excavated material for use in backfilling as specified below.

B. Do not remove excavated material from work site, except as directed by the Engineer. When removal of surplus materials is approved by Engineer, dispose of such surplus material in approved designated areas.

C. Should conditions make it impracticable or unsafe to stack material adjacent to trench, haul and store material at a location provided. When required, re-handle and use it in backfilling trench.

3.5 TEMPORARY EXCAVATION SUPPORT

A. Provide and maintain temporary excavation support required by Federal, State, or local safety requirements to support sides of excavation and prevent loss of ground which could endanger personnel, damage, adjacent structures, or delay the work.

1. Engineer may order additional supports placed at Contractor's expense if it is determined that at any point sufficient or proper supports have not been provided. Provide sufficiency of supports even with compliance of such order. Take care to prevent voids outside of temporary excavation support; if voids are formed, immediately fill and ram them.

B. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support trench sides, take care in placing and moving the boxes or supporting bracing to prevent pipe movement, disturbance of pipe bedding, or screened gravel backfill.

1. Rigid Pipe Installation: Raise that portion of box extending below mid-diameter above this point prior to moving box ahead to install next pipe. Perform to prevent separation of installed pipe joints due to box movement.
2. Flexible Pipe Installation: Do not allow trench boxes, moveable sheeting, shoring, or plates to extend below mid-diameter of pipe. As trench boxes, moveable sheeting, shoring, or plates are moved, place pipe bedding to fill voids created. Re-compact pipe bedding and backfill to provide uniform side support for pipe.

C. Carefully remove temporary excavation support in manner to not endanger construction of other structures, utilities, or property, whether public or private. Immediately refill voids left after withdrawal of temporary excavation support using sand by ramming with tools especially adapted to that purpose and watering or otherwise directed by the Engineer.

D. No payment will be given for temporary excavation support during progress of the work.

E. Leave temporary excavation support driven below mid-diameter of pipe in place from driven elevation to at least 12 inches above top of pipe.

3.6 TEST PITS

A. Excavation of test pits may be required for purpose of locating underground utilities or structures as an aid in establishing the precise location of new work.

B. Backfill test pits as soon as desired information has been obtained. Maintain backfilled surface appropriate for travel until resurfaced.

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3.7 EXCAVATION BELOW GRADE AND REFILL

A. Drain trench completely and effectively be in-the-dry, whatever the nature of unstable material encountered or groundwater conditions.

B. If excavating below grade through error or for their own convenience, through failure to properly dewater the trench, or disturbs subgrade before dewatering is sufficiently complete, the Engineer may direct Contractor to excavate below grade as set forth in following Paragraph, where work shall be performed at Contractor's own expense.

C. If material at trench bottom consists of fine sand, sand and silt or soft earth which may work into the crushed stone, even with effective drainage, remove subgrade material to extent directed by Engineer. Refill excavation with a 6 inch layer of coarse sand or a mixture graded from coarse sand to fine pea stone to form a filter layer preserving voids in pipe bedding. Composition and gradation of gravel shall be approval by Engineer prior to placement. Place crushed stone in 6 inch layers thoroughly compacted up to normal grade of pipe.

D. Subsurface Drainage Geotextile: Non-woven geotextile may be substituted for filter layer, if approved by Engineer.

3.8 BACKFILLING

A. Begin backfilling as soon as practicable after laying and jointing pipe and continue expeditiously. Place pipe bedding of specified type for pipe installed as shown on Drawings.

B. Where pipes are laid in non-paved areas, refer to Drawings for trench backfill details.

C. Where pipes are laid in paved areas, refer to Drawings for trench backfill details.

D. To prevent longitudinal pipe movement, do not dump backfill material into trench and then spread, until pipe bedding has been placed and compacted to a level at least 12 inches over the pipe.

E. Bring backfill up evenly on all sides. Thoroughly compact each layer of backfill material by rolling, tamping, or vibrating with mechanical compacting equipment or hand tamping to the compaction shown on the Drawings. If rolling, use a suitable roller or tractor being careful to compact fill throughout full width of trench.

F. Do not compact by puddling or water jetting.

G. Use hand or pneumatic ramming with tools weighing at least 20 pounds for compacting in confined areas. Spread and compact material in layers not exceeding 6 inches thick, an uncompacted loose measurement.

H. Use granular fill material as backfill around structures. Spread and compact specified backfill under and over pipes connected to structures.

I. Do not place bituminous paving in backfill. Do not use frozen material under any circumstances.

J. Broom and hose-clean road surfaces immediately after backfilling. Employ dust control measures throughout construction period.

3.9 COMPACTION PROCEDURES AND REQUIREMENTS

A. Refer to Section 312000 “Earthwork”, Article FILL PLACEMENT AND COMPACTION PROCEDURES for compaction requirements.

3.10 FIELD QUALITY CONTROL

A. Refer to Section 312000 “Earthwork”, Article FIELD QUALITY CONTROL for field quality control procedures during backfilling and compaction.

3.11 RESTORING TRENCH SURFACE

A. Where trench occurs adjacent to paved streets, in shoulders, sidewalks, or in cross-country areas, thoroughly consolidate backfill and maintain surface as the work progresses. If settlement takes place, immediately deposit additional fill to restore ground level.

B. In and adjacent to paved areas, complete pavement sections as shown on Drawings.

C. Restore surface of driveways or other areas which are disturbed by trench excavation to a condition at least equal to that existing before work began.

D. In areas where pipeline passes through grassed areas, remove and replace sod or loam and seed surface at Contractor's own expense.

END OF SECTION 312333

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SECTION 312500 - EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

C. Tennessee Erosion Prevention and Sediment Control Handbook (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Rock Check Dams.
2. Silt Fences.
3. Inlet Protection Devices

B. Related Sections:

1. Section 311000 “Site Clearing.”
2. Section 313700 “Riprap.”
3. Section 329119 “Landscape Grading.”
4. Section 329200 “Turf and Grasses.”

1.3 ACTION SUBMITTALS

A. Submit, within 10 days after award of Contract, technical product literature for all commercial products.

B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Install and maintain all erosion and sedimentation control devices in accordance with the requirements of the Tennessee Erosion Prevention and Sediment Control Handbook.

B. Perform Work according to City of Mt. Juliet Public Works, Tennessee Department of Environmental Conservation (TDEC), and Tennessee Department of Transportation (TDOT) standards.

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PART 2 - PRODUCTS

2.1 SILT FENCE

A. Silt fence filter fabric shall be a woven, polypropylene, ultraviolet resistant material meeting Tennessee Department of Transportation requirements.

B. Provide wood or steel posts meeting the Tennessee Department of Transportation requirements.

C. Tie wires for securing silt fence fabric to steel posts shall provided per the Tennessee Department of Transportation standards.

PART 3 -

PART 3 - EXECUTION

3.1 SILT FENCE

A. Position sediment fences as indicated on the Drawings and to prevent off site movement of sediment produced by construction activities as directed by the Engineer. Areas beyond limits of silt fence shall be undisturbed or stabilized.

B. Dig trench along proposed silt fence lines, as shown on drawings.

C. Drive posts at back edge of trenches. Posts shall be installed with maximum “on center” spacing and minimum embedment depths that comply with the Tennessee Department of Transportation requirements.

D. Hang filter fabric on posts carrying to bottom of trench with fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and maintain secure both ways.

E. Backfill trench with excavated material and tamp.

F. Install pre-fabricated silt fence according to manufacturer's instructions.

3.2 INLET PROTECTION

A. Install inlet protection devices at existing inlet structures prior to commencement of demolition activities. Temporarily remove and replace inlet protection devices as needed for construction.

B. Provide inlet protection devices at new inlet structures concurrently with installation of the inlet.

C. Provide inlet protection devices with emergency overflow capabilities to prevent excessive ponding at the structure.

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3.3 SITE STABILIZATION

A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time. Perimeter control and inlet protection measures shall be in place prior to commencement of any demolition or construction activities.

B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.

C. Stockpile and waste pile heights shall not exceed 8 feet. Slope stockpile sides at 2:1 or flatter.

D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 14 days.

1. During non-germinating periods, apply mulch at recommended rates.
2. Provide stabilization for disturbed areas which are not at finished grade and which will be disturbed within 14 days in accordance with Section 329200 “Turfs and Grasses.”
3. Provide final (permanent) stabilization for disturbed areas which are at finished grade within 7 days in accordance with Section 329200 “Turfs and Grasses.”

E. Stabilize drainage channels and stockpiles immediately.

3.4 FIELD QUALITY CONTROL

A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

3.5 CLEANING

A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.

B. Do not damage structure or device during cleaning operations.

C. Do not permit sediment to erode into construction or site areas or natural waterways.

D. Clean channels when depth of sediment reaches approximately one-half channel depth.

END OF SECTION 312500

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SECTION 313700 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes: Riprap, placed loose.

B. Related Requirements:

1. Section 310515 “Soils and Aggregates for Earthwork” for soil and aggregate materials.
2. Section 310519.13 “Geotextiles for Earthwork” for geotextiles.
3. Section 311000 “Site Clearing” for site preparation work, including stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
4. Section 312000 “Earthwork” for excavating, backfilling and compaction in open areas.
5. Section 312333 “Trenching and Backfilling” for excavation, backfilling, and compaction in trench excavations.

C. Coordinate Work of this Section with rough grading, excavating, and utilities Work.

1.3 ACTION SUBMITTALS

A. Product Data: Submit manufacturer information regarding size distribution and types for rock for riprap and bedding stone.

B. Testing: Submit riprap test results as described herein.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

D. Manufacturer Qualifications Statement.

1.4 QUALITY ASSURANCE

A. Furnish each riprap material and bedding stone from single source.

B. Perform Work according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

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1.5 TESTING REQUIREMENTS

A. Riprap Testing:

1. In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction requirements.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Riprap:

1. Stone for Riprap shall consist of the following properties:

a. Consists of dense, sound, durable rock angular in shape.
b. Free from cracks, seams, and other defects conducive to accelerated weathering.
c. Of suitable quality to ensure permanence in condition in which it is to be used.
d. Free from direct, clay, sand, rock fines, and other material not meeting gradation limits.

2. Conform to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction riprap materials.

B. Geotextile:

1. Non-woven material.
2. In accordance with Section 310519.13 “Geotextiles for Earthwork”.

C. Bedding Stone:

1. Crushed stone
2. Tough, durable particles free of thin, elongated pieces.
3. Gradation: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction for TDOT No. 7 stone.
4. Does not contain organic or friable material.
5. Place and grade to depths indicated on Drawings to obtain a continuous uninterrupted bed of required thickness within required limits.

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PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavation specified in Section 312000 “Earthwork” and trenching specified in Section 312316.13 “Trenching and Backfilling” is complete.

B. Verify excavation is dry.

3.2 DEWATERING

A. Prior to commencing work on riprap placement, install dewatering measures as required to perform work “in-the-dry”.

B. Dewater as necessary. Use wells, well-points, diversions, sumps with pumps, or other means necessary to maintain level of groundwater two feet below subgrade elevation and to divert surface water away from work area.

C. Refer to Section 312319 “Dewatering” for detailed dewatering requirements.

3.3 EXCAVATION SUPPORT AND PROTECTION

A. Refer to Section 312000 “Earthwork” and Section 312333 “Trenching and Backfilling” for temporary excavation support requirements.

3.4 SUBGRADE PREPARATION

A. Place riprap to limits and grades indicated on Drawings.

B. Remove topsoil, brush, trees, stumps, and other objectionable material and grade channel slopes, bottoms, or other areas that are to be protected with riprap to a smooth compacted surface.

C. Excavate areas to receive riprap to subgrade for geotextile and bedding stone and maintain a stable subgrade for placing geotextiles and bedding stone. Do not overexcavate to subgrade in areas where native rock is present at the proposed finished grade elevation.

D. Trim and dress areas on which geotextile, bedding stone and riprap are to be placed to conform to cross sections plus or minus 2 inches from specified slope lines and grades.

E. If unsuitable materials are encountered, remove and replace in accordance with Section 312000 “Earthwork”. Dispose of unsuitable materials from site.

F. After an acceptable subgrade for geotextile and bedding stone is established, place geotextile over subgrade as specified in Section 310519 “Geotextiles for Earthwork”. Then, immediately place and level bedding stone to subgrade elevation.

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3.5 RIPRAP PLACEMENT

A. Following acceptable placement of bedding stone, place riprap as follows:

1. Machine-Placed Riprap: Place riprap on prepared slope or channel bottom areas in a manner that will produce a well-graded mass of stone with minimum practicable percentage of voids. Machine place riprap, unless otherwise indicated in Drawings or herein.

    a. When riprap is placed on slopes, commence placement at bottom of slope working up slope.
    b. Place entire mass of riprap on either channel slopes or bottoms so as to be in conformance with required gradation mixtures and to lines, grades, and thickness indicated on Drawings. Place riprap to its full course thickness in one operation and in such a manner as to avoid displacing underlying bedding stone and geotextile.
    c. Place and distribute riprap so that there will be no large accumulations of either larger or smaller sizes of stone. Hand place as required to achieve this distribution.
    d. Install uniform riprap protection in which sizes of material are placed in their proper proportions. Unless otherwise authorized by Engineer, place riprap protection in conjunction with construction of embankments or channel bottoms with only sufficient delay in construction of riprap protection, as may be necessary, to allow for proper construction of portion of embankment or channel bottom that is to be protected. Maintain riprap protection until accepted. Replace any material displaced for any reason to lines and grades indicated on Drawings. If bedding stone and geotextile are removed or disturbed, replace such material prior to replacing displaced riprap.

2. Hand-Placed Riprap: Hand place riprap during machine placement of riprap and conform to requirements above. Hand place riprap when depth of riprap is less than two times nominal stone size, or when required by Drawings.

    a. After riprap has been placed, hand place or rearrange individual stones by mechanical equipment to extent necessary to secure a flat uniform surface and specified depth of riprap, to lines and grades as indicated on Drawings.

3. Rejection of Work and Materials: Placed riprap that does not conform to this Section and immediately remove and re-lay riprap to conform with Contract Documents.

    a. Reject riprap, which is either delivered to job site or placed, that does not conform to this Section. Remove rejected riprap from project site.

B. Minimum Installed Thickness: As indicated on Drawings.

END OF SECTION 313700

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SECTION 321123 - AGGREGATE BASE COURSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Aggregate subbase.
2. Aggregate base course.

B. Related Sections:

1. Section 312000 “Earthwork” for preparation of site for base course and compacted fill under base course.
2. Section 313700 “Riprap.”
3. Section 329119 “Landscape Grading” for topsoil fill at areas adjacent to aggregate base course.
4. Section 330513 “Manholes and Structures” for Manholes and Drains including frames.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Geotextile fabric.
2. Initial aggregate test reports.

B. Materials Source: Name of aggregate materials suppliers.

1.4 INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificate: Certify products meet or exceed specified sustainable design requirements.

1. Materials Resources Certificates:

a. Certify source for regional materials and distance from Project site.

1.5 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout Work.

B. Perform Work according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Maintain copies of each document on site.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Materials and Resources Characteristics:

1. Regional Materials: Furnish materials extracted, processed, and manufactured within 500 miles of Project site**.**

2.2 MATERIALS

A. Subbase Aggregate: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Base Aggregate: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C.

C. AGGREGATE QUALITY REQUIREMENTS

1. Aggregate for base and subbase, clean, sound, durable particles of:

a. Crushed gravel.
b. Crushed stone.
c. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

D. Fine Aggregate:

1. Screenings.
2. Angular sand.
3. Crushed recycled concrete fines.
4. Or other finely divided mineral matter.
5. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

E. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Clean the underlying course or subgrade of all foreign substances prior to constructing the subbase base course(s).

B. Do not construct base/subbase course(s) on underlying course or subgrade that is frozen.

C. Prepare the surface of the underlying course or subgrade to meet specified compaction and surface tolerances.

D. Correct ruts or soft yielding spots in the underlying courses.

E. Correct areas having inadequate compaction, and deviations of the surface from the specified requirements:

1. Loosen and remove soft or unsatisfactory material and add approved material.
2. Reshape to line and grade.
3. Recompact to specified density requirements.

F. For cohesion-less underlying courses or subgrades containing sands or gravels:

1. Stabilize the surface prior to placement of the base course(s):

a. Mix aggregate into the underlying course.
b. Compact by approved methods.
c. Do not allow traffic or other operations to disturb the finished underlying course
d. Maintain underlying course until the base course is placed.

G. Verify that the underlying surface has been inspected, gradients and elevations are correct.

3.2 AGGREGATE PLACEMENT

A. Place aggregate equal thickness layers to total compacted thickness within ½ inch of the thickness indicated on the drawings.

1. Maximum lift Compacted Thickness: As indicated on Drawings.
2. Minimum lift Compacted Thickness: As indicated on Drawings.

B. Level and compact the base course to within ½ inch of the thickness indicated.

C. Degree of Compaction:

1. Compact aggregate lifts to 95 percent of laboratory maximum dry density.
2. Except as noted below, degree of compaction is expressed as a percentage of the maximum laboratory dry density obtained by the test procedure presented in ASTM D1557.
3. Degree of compaction for material having more than 30 percent by weight of their particles retained on the ¾ inch sieve will be expressed as a percentage of the laboratory

maximum dry density in accordance with AASHTO T 180 Method D and corrected with AASHTO T 224.

D. Maintain optimum moisture content of material as necessary to achieve the specified degree of compaction.

3.3 FIELD QUALITY CONTROL

A. As specified in Section 014000 “Quality Requirements.”

B. Field Density Measurements: Measure field density in accordance with ASTM D1556/D1556M, ASTM D2167 or ASTM D6938.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Frequency of Tests: One test for every 1000 square yards of each layer compacted aggregate.

END OF SECTION 321123

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SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition).

1.2 SUMMARY

A. Section Includes:

1. Asphalt materials.
2. Asphalt paving base course, binder course, and wearing course.

B. Related Requirement:

1. Section 321123 “Aggregate Base Courses”: Compacted subbase for paving.
2. Section 321723 “Pavement Markings”: Painted pavement markings, lines, and legends.
3. Section 330513 “Manholes and Structures”: Manholes and drainage structures including frames.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Submit product information for asphalt and aggregate materials.
2. Submit mix design with laboratory test results supporting design.

B. Manufacturer's Certificate: Certify Products meet or exceed Tennessee Department of Transportation (TDOT) specified requirements.

1.4 SUSTAINABLE DESIGN SUBMITTALS

A. Manufacturer's Certificate: Certify products meet or exceed specified sustainable design requirements.

1. Sustainable Sites Certificates:

a. Certify paving materials solar reflectance index.

2. Materials Resources Certificates:

a. Certify recycled material content for recycled content products.
b. Certify source for regional materials and distance from Project site.

B. Product Cost Data: Submit cost of products to verify compliance with Project sustainable design requirements. Exclude cost of labor and equipment to install products.

1. Provide cost data for the following products:

a. Products with recycled material content.
b. Regional products.

1.5 QUALITY ASSURANCE

A. Mixing Plant: Conform to Tennessee Department of Transportation (TDOT) standard.

B. Obtain materials from same source throughout.

C. Perform Work in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

D. Maintain copies of each document on site.

1.6 AMBIENT CONDITIONS

A. Do not place asphalt mixture when ambient air or base surface temperature is less than 45 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS

A. Materials and Resources Characteristics:

1. Regional Materials: Furnish materials extracted, processed, and manufactured within 500 miles of Project site.

2.2 ASPHALT PAVING

A. Performance / Design Criteria:

1. Paving: Design to meet requirements of latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Asphalt Materials:
   1. Asphalt Cement: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
   2. Primer: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
   3. Tack Coat: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
   4. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
   5. Oil: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Aggregate Materials:

   1. In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction

D. Aggregate Subbase: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.3 MIXES

A. Asphalt Paving Mixtures: Designed in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.4 SOURCE QUALITY CONTROL

A. Submit proposed mix design for review prior to beginning of Work and as specified in Section 321216 “Submittal Procedures”.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.

B. Verify compacted subbase is dry.

C. Verify gradients and elevations of base are correct.

D. Verify manhole frames are installed in correct position and elevation.

3.2 PREPARATION

A. Prepare subbase in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

3.3 DEMOLITION

A. Saw cut and notch existing paving as indicted on Drawings.

B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.

C. Repair surface defects in existing paving to provide uniform surface to receive new paving.

3.4 INSTALLATION

A. Subbase:

1. Prepare subbase in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Primer:

1. Apply primer in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Tack Coat:

1. Apply tack coat in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

D. Single Course Asphalt Paving:

1. Install Work in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

3.5 TOLERANCES

A. Flatness: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Scheduled Compacted Thickness: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Variation from Indicated Elevation: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

3.6 PROTECTION

A. Immediately after placement, protect paving from mechanical injury in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

END OF SECTION 321216

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SECTION 321623 - SIDEWALKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes: Concrete paving for sidewalks.

B. Related Requirements:
1. Section 321123 “Aggregate Base Courses” for base course.
2. Section 329119 “Landscape Grading” for preparation of subsoil at pavement perimeter.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Submit required information regarding concrete materials, joint filler, admixtures, and curing compounds.
2. Mix Design:

    a. Submit concrete mix design for each concrete strength prior to commencement of Work.
    b. Submit separate mix designs if admixtures are required for hot- and cold-weather concrete Work.
    c. Identify mix ingredients and proportions, including admixtures.
3. Identify chloride content of admixtures and whether or not chloride was added during manufacture.

1.4 INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

B. Source Quality-Control Submittals: Indicate results of shop tests and inspections.

C. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

D. Qualifications Statement:
   1. Submit qualifications for manufacturer and installer.

E. Manufacturer's Certificate:

   1. Certify that products meet or exceed specified sustainable design requirements.
   2. Sustainable Sites Certificate: Certify paving materials Solar Reflectance Index (SRI).
   3. Materials Resources Certificates:

      a. Certify source and origin for salvaged and reused products.
      b. Certify recycled material content for recycled content products.
      c. Certify source for regional materials and distance from Project Site.

1.5 QUALITY ASSURANCE

A. Obtain cementitious materials from same source throughout.

B. Perform Work according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Maintain copies of each standard affecting Work of this Section on Site.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

   1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
   2. Provide additional protection according to manufacturer instructions.

1.7 AMBIENT CONDITIONS

A. Minimum Conditions: Do not place concrete if base surface temperature is less than 40 deg. F, or if surface is wet or frozen.

B. Subsequent Conditions: Maintain minimum 50 deg. F, for not less than 72 hours after placing, and at a temperature above freezing for remainder of curing period.

1.8 EXISTING CONDITIONS

A. Field Measurements:

   1. Verify field measurements prior to fabrication.

2. Indicate field measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 AGGREGATE SUBGRADE

A. As specified in Section 321123 “Aggregate Base Courses.”

2.2 SUSTAINABILITY CHARACTERISTICS

A. Regional Materials: Furnish materials extracted, processed, and manufactured within 500 miles of Project Site.

2.3 MATERIALS

A. Forms:

1. Description: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
2. Height: Equal to full depth of finished sidewalk.

B. Reinforcement:

1. Reinforcing Steel and Wire Fabric: In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Concrete:

1. Concrete Materials:
    a. Furnish materials according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
2. Fine and Coarse Aggregates:
    a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
3. Water:
    a. Description: Potable.
    b. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
4. Air Entrainment: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
5. Chemical Admixtures:
    a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

6. Fly Ash:

    a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

7. Slag:

    a. Description: Ground-granulated blast-furnace slag.
    b. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

8. Plasticizing:

    a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.4 FABRICATION

A. Reinforcing:
    1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.5 MIXES

A. Concrete:
    1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

        a. Meet requirements of TDOT Class A Concrete.

2.6 FINISHES

A. Reinforcement:
    1. Galvanized Finish for Steel Bars:

        a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

    2. Epoxy-Coated Finish for Steel Bars: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

    3. Epoxy-Coated Finish for Steel Wire:

        a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.7 ACCESSORIES

A. Curing Compound:

    1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Cover Sheets:

1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.8 SOURCE QUALITY CONTROL

A. Testing: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction .

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that compacted subgrade is dry.

B. Verify that gradients and elevations of subgrade are as indicated on Drawings.

C. Verify reinforcing placement for proper size, spacing, location, and support.

3.2 PREPARATION

A. Moisten substrate to minimize absorption of water from fresh concrete.

B. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 INSTALLATION

A. Subgrade:
1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Forms:

1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
3. Clean forms and coat with form oil each time before concrete is placed.
4. Wood Forms: Thoroughly wet with water before concrete is placed.

C. Reinforcement:
1. Place reinforcing as indicated on Drawings.
2. Interrupt reinforcing at expansion joints.
3. Place dowels reinforcing to achieve indicated paving alignment.

D. Placing Concrete:
1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

E. Joints:

1. Place joints in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
2. Filler:

    a. Place joint filler in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

3. Provide keyed joints as indicated on Drawings.

F. Finishing:
1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

G. Curing:

1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
3. Mats:

    a. Maintain burlap continuously saturated and in contact with concrete for minimum 72 hours.

H. Backfilling: After curing, backfill, grade, and compact adjacent disturbed area as indicated.

3.4 TOLERANCES

A. Comply with Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction, latest edition.

3.5 FIELD QUALITY CONTROL

A. Inspection and Testing:
1. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
2. Cylinder Compressive Strength:

    a. Comply with ASTM C39/C39M.
    b. Acceptance: According to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
3. Slump, Temperature, and Air Content:

    a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

        1) Meet requirements of TDOT Class A Concrete.

b. Measure for each compressive-strength concrete sample.

4. Records:

a. Maintain records of placed concrete items.
b. Record date, location of pour, quantity, air temperature, number of test samples taken.

3.6 PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, rain and flowing water, and mechanical injury.

B. Damaged Concrete:

1. Remove and reconstruct concrete that has been damaged for entire length between scheduled joints.
2. Refinishing damaged portion is not acceptable.
3. Dispose of damaged portions.

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SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section includes painted markings applied to asphalt pavement.

1. Review methods and procedures related to marking pavement including, but not limited to, the following:

a. Pavement aging period before application of pavement markings.
b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include technical data and tested physical and performance properties.

B. Shop Drawings: For pavement markings.

1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction for pavement-marking work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 50 deg F for thermoplastic materials or 45 deg F for paint materials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In accordance with Tennessee Department of Transportation (TDOT) approved manufacturers.

2.2 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.3 PAVEMENT-MARKING PAINT

A. Pavement-Marking Paint: Thermoplastic or paint, complying with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

1. Width and Color: Match exiting conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 ROADWAY MARKINGS

A. Markings: Located as follows:

1. Asphalt paving as indicated shown on Drawings.

B. Remove all surface dirt within the areas to be painted. Large areas of tar, grease or foreign materials may require sand blasting, steam cleaning or power brooming to accomplish complete removal. Do not proceed with the application of stripes until final authorization is received from the Engineer.

C. Markings: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

D. Use no thinners for the above listed pavement marking applications except in accordance with the manufacturer's specifications and at the direction of the Engineer.

E. Do not heat paint or pavement marking material above the temperature marked on the container.

F. Bituminous concrete pavements must be in place for 48 hours prior to the application of pavement markings.

G. If for any reason material is spilled or tracked on the pavement, or any markings applied, in the Engineer's judgement, fail to conform because of a deviation from the desired pattern, remove such material by a method that is not injurious to the roadway surface and is acceptable to the Engineer, clean the roadway surface and prepare the surface for a reapplication of markings and reapply the markings as directed without additional compensation for any of the foregoing corrective operations.

3.3 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

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SECTION 329119 - LANDSCAPE GRADING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Final grade topsoil for finish landscaping.

B. Related Sections:

1. Section 312000 “Earthwork” for excavating, filling and backfilling, compacting, and grading.
2. Section 312333 “Trenching and Backfilling” for trenching and backfilling for utilities outside of buildings, usually extending to utility service connections.
3. Section 329200 “Turf and Grasses” for seeded, sodded, plugged, and sprigged turf and meadows; pesticides; erosion-control materials; turf renovation; and grass paving.

1.3 ACTION SUBMITTALS

A. Materials Source: Submit name of imported materials source.

1.4 INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificate: Certify Products meet or exceed Tennessee Department of Transportation (TDOT) specified requirements.

1.5 QUALITY ASSURANCE

A. Furnish each topsoil material from single source throughout Work.

B. Perform Work in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

PART 2 - PRODUCTS

2.1 SUSTAINABILITY CHARACTERISTICS

A. Materials and Resources Characteristics:

1. Regional Materials: Furnish materials extracted, processed, and manufactured within 500 miles of Project site.

2.2 MATERIAL

A. Topsoil: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify building and trench backfilling have been inspected.

B. Verify substrate base has been contoured and compacted.

3.2 PREPARATION

A. Protect landscaping and other features remaining as final Work.

B. Protect existing structures, fences, sidewalks, utilities, paving, and curbs.

3.3 SUBSTRATE PREPARATION

A. Eliminate uneven areas and low spots.

B. Remove debris, roots, branches, stones, in excess of 2 inches in size. Remove contaminated subsoil.

C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.4 PLACING TOPSOIL

A. Place topsoil in areas where seeding is required. Place topsoil during dry weather.

B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.

C. Remove roots, weeds, rocks, and foreign material while spreading.

D. Manually spread topsoil close to structures to prevent damage.

E. Remove surplus subsoil and topsoil from site.

F. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 TOLERANCES

A. Top of Topsoil: Plus or minus 1/2 inch.

3.6 PROTECTION OF INSTALLED WORK

A. Prohibit construction traffic over topsoil.

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SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

C. Tennessee Erosion Prevention and Sediment Control Handbook (January 2026)

1.2 SUMMARY

A. Section Includes:

1. Seeding.
2. Hydroseeding.
3. Sodding.

B. Related Requirements:

1. Section 329119 “Landscape Grading” for final grade topsoil.

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer.

B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging:

C. Product Certificates: For fertilizers, from manufacturer.

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1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment:

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in the Turfgrass Producers International's (TPI) "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding". Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.8 FIELD CONDITIONS

A. Planting Restrictions: Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

B. Weather Limitations: Apply products during favorable weather conditions according to manufacturer's written instructions.

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PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.2 TURFGRASS SOD

A. Turfgrass Sod: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.3 FERTILIZERS

A. Fertilizer: Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

2.4 LIME

A. Description: Agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent.

B. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work:

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

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3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations:

1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 LIMING AND FERTILIZING

A. Apply lime in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Apply fertilizer in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

3.4 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement and mix planting soil according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.5 PREPARATION FOR EROSION-CONTROL MATERIALS

A. Prepare area as specified in “Turf Area Preparation” Article in Part 3.

B. For erosion-control blanket, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.6 SEEDING

A. Sow seed in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

B. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

C. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch.

3.7 HYDROSEEDING

A. Hydroseeding: Provide hydroseeding in accordance with the TDEC EPSC Handbook (January 2026), and consistent with applicable provisions of the TDOT Standard Specifications for Road and Bridge Construction.

1. Materials and Mixing: Select seed mixtures based on season, site conditions, and intended land use in accordance with Appendix D of the TDEC EPSC Handbook (January 2026), unless otherwise shown on the Drawings or directed by the Engineer. Prepare hydroseed slurry by combining specified seed, water, and required soil amendments using equipment specifically designed for hydraulic seeding applications. Mix materials thoroughly to produce a uniform, homogeneous slurry suitable for hydraulic application and meeting TDEC EPSC Handbook requirements.

2. Application: Apply slurry uniformly to all designated areas to be seeded at application rates, coverage, and timing specified in the TDEC EPSC Handbook (January 2026). Apply materials in a manner that prevents segregation of slurry components and ensures full and even coverage of the soil surface.

3.8 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass:

1. Lay sod across slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.9 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf d:amaged or lost in areas of subsidence.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches:

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

3.10 SATISFACTORY TURF

A. Turf installations shall be according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.11 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove nondegradable erosion-control measures after grass establishment period.

3.12 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in “Turf Maintenance” Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:

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1. Seeded Turf: 60 days from date of planting completion or until uniform vegetative cover is established. Hydroseeded areas may require additional watering, monitoring, and reapplication to achieve stabilization in accordance with TDEC requirements.

    a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

2. Sodded Turf: 30 days from date of planting completion.

END OF SECTION 329200

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SECTION 330513 - MANHOLES AND STRUCTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

C. City of Mt. Juliet Public Works Department Standard Details (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Monolithic concrete manholes and structures with masonry transition to cover frame, covers, anchorage, and accessories.
2. Modular precast concrete manhole and structures with tongue-and-groove joints covers, anchorage, and accessories.
3. Bedding and cover materials.
4. Precast concrete reinforced box culverts with tongue and groove joints and accessories.
5. Cast-in-place concrete headwalls, endwalls, wingwalls, and end sections.

B. Related Requirements:

1. Section 310515 “Soils and Aggregates for Earthwork” for soil and aggregates for backfill in trenches.
2. Section 312000 “Earthwork” for excavating for manholes and structures.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Precast concrete manholes and structures.
2. Cast-in-place concrete headwalls, endwalls, wingwalls and end sections.
3. Manhole rungs.
4. Polymer Concrete Manholes.
5. Precast concrete grade rings.
6. Joint sealants and gaskets.
7. Pipe connections to manholes.
8. Grout.
9. Frames and covers.
10. Vent assembly.
11. Delegated Design

B. Shop Drawings:

1. Base sections, riser sections, eccentric top sections, flat slab tops, grade rings with notarized certificate indicating compliance with ASTM C478.
2. Reinforced concrete box culverts indicating compliance with Tennessee Department of Transportation requirements
3. Cast-in-place concrete headwalls, endwalls, wingwalls and end sections indicating compliance with Tennessee Department of Transportation requirements.
4. Cut sheets indicating location, orientation, piping, conduits, boots or seals, and sizes, angles, and elevations of finished inverts for all penetrations for each structure.
5. Indicate interior and exterior dimensions

C. Submit concrete mix design for each different mix.

1.4 DELEGATED DESIGN SUBMITTALS

A. Submit signed and sealed Shop Drawings with design calculations and assumptions for custom fabrications.

B. Submit design calculations signed and sealed by a TN Professional Engineer.

1.5 INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificate: Products meet or exceed specified requirements.

B. Manufacturer Instructions: Detailed instructions on installation requirements, including storage, delivery, and handling procedures. Method of repair for minor damage to precast concrete sections.

C. Source Quality-Control Submittals: Results of factory tests and inspections.

D. Field Quality-Control Submittals: Results of Contractor-furnished tests and inspections.

E. Qualifications Statements:

1. Qualifications for manufacturer.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations and elevations of structure, including all invert elevations and rim elevations.

1.7 QUALITY ASSURANCE

A. Perform Work according to Owner’s or TDOT standards, whichever is most stringent.

B. When construction occurs on a TDOT right-of-way, construction shall comply with the latest edition/revision of the TDOT Standard Specifications for Road and Bridge Construction, as well as TDOT's Roadway Standard Drawings.

C. Maintain copies of each standard affecting Work of this Section on Site.

D. Obtain precast concrete structures from single source.

E. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representative of the Owner. Such inspection may be made at the place of manufacture, or on the work after delivery, or at both places and the materials shall be subject to rejection at any time on account of failure to meet any of the requirements specified herein; even though samples may have been accepted as satisfactory at the place of manufacture. Material rejected after delivery to the job shall be marked for identification and shall be removed from the job at once. All materials which have been damaged after delivery will be rejected, and if already installed, ..shall be acceptably repaired, if permitted, or removed and replaced, entirely at the Contractor's expense.

F. At the time of inspection, the materials will be examined for compliance with the ASTM standard specified below and this Section and with the approved manufacturer's drawings.

G. Imperfections in precast structures may be repaired, subject to the approval of Engineer, after demonstration by the manufacturer that strong and permanent repairs result.

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum ten years' documented experience.

B. Installer: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.

C. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Tennessee.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver products until concrete has cured 5 days and has attained minimum 75 percent of specified 28-day compressive strength.

B. Inspect structures for damage upon delivery and reject defective materials.

C. Transport and handle precast concrete structures with equipment designed to protect structures from damage. Lift structures from designated lifting points.

D. Unload, store, and handle structures according to manufacturer instructions.

E. Storage:

1. Store precast concrete manholes and structures as to prevent damage to the structures, Owner's property or other public or private property.
2. Repair property damaged from materials storage to the satisfaction of the Engineer.

PART 2 - PRODUCTS

2.1 PERFORMANCE AND DESIGN CRITERIA

A. Delegated Design: Engage a qualified professional engineer, as defined in Sections 013300 “Submittal Procedures” and 014000 “Quality Requirements,” to design custom fabrications.

B. Performance and Design Criteria:

1. In accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
2. In accordance with the City of Mt. Juliet Standard Detail Drawings, if available. If not available, then in accordance with TDOT Standard Drawings.

C. Shape: As indicated on Drawings.

D. Clear Inside Dimensions: As indicated on Drawings.

E. Design Depth: As indicated on Drawings.

F. Clear Cover Opening: As indicated on Drawings.

G. Pipe Entry: Furnish openings as indicated on Drawings.

2.2 MANHOLES AND STRUCTURES

A. Manufacturers:

1. Comply with TDOT Qualified Products List (QPL).

B. Manhole and Structure Sections: Reinforced precast concrete as indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

1. Gaskets: As indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings .

C. Mortar and Grout: As indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

D. Reinforcement: As indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

2.3 LIDS, GRATES, FRAMES AND COVERS

A. Manufacturers:

1. Comply with the City of Mt. Juliet Standard Detail drawings, if available. If information is not available, comply with TDOT Qualified Products List (QPL).

2.4 MATERIALS

A. Bedding and Cover:

1. Bedding: As specified in Section 310515 “Soils and Aggregates for Earthwork.”
2. Cover: As specified in Section 310515 “Soils and Aggregates for Earthwork.”
3. Soil Backfill from Above Pipe to Finish Grade:

B. As specified in Section 310515 “Soils and Aggregates for Earthwork.”

2.5 FINISHES

A. Steel Galvanizing: ASTM A123. Hot dip galvanize after fabrication.

2.6 ACCESSORIES

A. Manhole and Structure Steps: As indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

B. Base Pad: As indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

C. Strap Anchors: As indicated on Drawings and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that items provided by other Sections of Work are properly sized and located.

B. Verify that built-in items are in proper location and ready for roughing into Work.

C. Verify correct size of manhole and structure excavation.

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3.2 PREPARATION

A. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers as indicated on Drawings to indicate its intended use.

B. Coordinate placement of inlet and outlet pipe or duct sleeves required by other Sections.

C. Do not install structures where Site conditions induce loads exceeding structural capacity of structures.

D. Inspect precast concrete structures immediately prior to placement in excavation to verify structures are internally clean and free from damage; remove and replace damaged units.

3.3 INSTALLATION

A. Excavation and Backfill:

1. Excavate manholes and structures as specified in Section 312000 “Earthwork” in location and to indicated depth.
2. Provide clearance around sidewalls of structure for construction operations.
3. When groundwater is encountered, prevent accumulation of water in excavations; place manholes and structures in dry trench.
4. Where possibility exists of watertight structure becoming buoyant in flooded excavation, anchor structure to avoid flotation as approved by Engineer.

B. Base Pad:

1. Place base pad.
2. Trowel top surface level.

C. Place manhole and structure sections plumb and level, trim to correct elevations, and anchor to base pad.

D. Backfill excavations for manholes and structures as specified in Section 312000 “Earthwork.”

E. Form and place manhole and structures cylinder plumb and level and to correct dimensions and elevations.

F. As Work progresses, build fabricated metal items.

G. Cut and fit for pipe.

H. Grout base of shaft sections to achieve slope to exit piping, trowel smooth, and contour to form continuous drainage channel.

I. Set cover frames and covers level without tipping and to correct elevations.

J. Coordinate with other Sections of Work to provide correct size, shape, and location.

K. Precast Concrete Manholes and Structures:

1. Lift precast components at lifting points designated by manufacturer.
2. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure that interior of pipeline and structure remains clean.
3. Set precast structures bearing firmly and fully on crushed stone bedding, compacted as specified in Section 312000 “Earthwork” or on other support system as indicated on Drawings.
4. Assemble multi-section structures by lowering each section into excavation; set level and firmly position base section before placing additional sections.
5. Remove foreign materials from joint surfaces and verify sealing materials are placed properly.
6. Maintain alignment between sections by using guide devices affixed to lower section.
7. Joint sealing materials may be installed on Site or at manufacturer's plant.
8. Verify that installed manholes and structures meet required alignment and grade.
9. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe; fill annular spaces with mortar.
10. Cut pipe flush with interior of structure.
11. Shape inverts through manhole and structures as indicated on Drawings.

L. Cast-in-Place Concrete Manholes and Structures:

1. Prepare crushed stone bedding or other support system as indicated on Drawings to receive base slab as specified for precast structures.
2. Erect and brace forms against movement in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.
3. Install reinforcing steel in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.
4. Place and cure concrete in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.
5. Frames and Covers:

    a. Set frames using mortar and masonry.
    b. Install radially laid concrete brick with 1/4 inch thick vertical joints at inside perimeter.
    c. Lay concrete brick in full bed of mortar and completely fill joints.
    d. If more than one course of concrete brick is required, stagger vertical joints.
    e. Set frame and cover 2 inches above finished grade for manholes and structures with covers located within unpaved areas to allow area to be graded away from cover beginning 1 inch below top surface of frame.

3.4 FIELD QUALITY CONTROL

A. Test concrete manhole and structure sections according to ASTM C497.

B. Test cast-in-place concrete as specified in Section 014000 “Quality Requirements” and in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.

C. Vertical Adjustment of Existing Manholes and Structures:

1. If required, adjust top elevation of existing manholes and structures to finished grades as indicated on Drawings.
2. Reset existing frames, grates, and covers that were carefully removed and cleaned of mortar fragments to required elevation according to requirements specified for installation of castings.
3. When removal of existing concrete wall is required, remove concrete without damaging existing vertical reinforcing bars, clean concrete from vertical bars, and bend into new concrete top slab or splice to required vertical reinforcement as indicated on Drawings.
4. Clean and apply sand-cement bonding compound on existing concrete surfaces to receive cast-in-place concrete in accordance with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

3.5 TESTING

A. Test each assembled manhole or structure after completing pipe connections and sealing, but before backfilling or installing the frame and cover. The vacuum test shall conform to the latest revision of ASTM C1244.

3.6 CLEANING

A. Clean all new manholes and structures to be free of silt, debris and foreign matter of any kind, prior to final inspection.

END OF SECTION 330513

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SECTION 334100 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

B. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition)

1.2 SUMMARY

A. Section Includes:

1. Storm drainage piping.
2. Piping accessories.
3. Bedding and cover materials.

B. Related Requirements:

1. Section 014000 “Quality Requirements” for quality control requirements.
2. Section 310515 “Soils and Aggregates for Earthwork” for aggregate for backfill in trenches.
3. Section 312000 “Earthwork” for product and execution requirements for excavation and backfill as required by this Section.
4. Section 312333 “Trenching and Backfilling” for execution requirements for trenching as required by this Section.
5. Section 330513 “Manholes and Structures” for requirements for manholes as specified in this Section.

1.3 COORDINATION

A. Coordinate Work of this Section with trenching and connection to municipal storm drainage system.

1.4 ACTION SUBMITTALS

A. Product Data: Submit manufacturer information describing pipe and pipe accessories.

B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

C. Manufacturer Instructions: Submit special procedures required to install specified products.

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D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

E. Qualifications Statement: Submit qualifications for manufacturer(s)

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of pipe runs, connections, catch basins, and invert elevations.

B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 QUALITY ASSURANCE

A. Perform Work according to City of Mt. Juliet Public Works or Tennessee Department of Transportation (TDOT) standards, whichever is more stringent.

B. Maintain a copy of each standard affecting Work of this Section on Site.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

1.9 EXISTING CONDITIONS

A. Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on Shop Drawings.

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PART 2 - PRODUCTS

2.1 STORM DRAINAGE PIPING

A. Reinforced Concrete Piping:

1. Pipe:

   a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.
   b. Reinforcement: As indicated on Drawings.
   c. Inside Nominal Diameter: As indicated on Drawings.
   d. Ends: As indicated on Drawings.

2. Fittings: Reinforced concrete.
3. Joints:

   a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.
   b. Gaskets: Rubber, compression.

2.2 MATERIALS

A. Bedding and Cover:

1. Bedding: As specified in Section 310515 “Soils and Aggregates for Earthwork”.
2. Cover: As specified in Section 310515 “Soils and Aggregates for Earthwork”.
3. Soil Backfill from above Pipe to Finish Grade: As specified in Section 310513 “Soils and Aggregates for Earthwork”.
4. Subsoil: No rocks more than 6 inches in diameter, frozen earth, or foreign matter.

2.3 ACCESSORIES

A. Geotextile Filter Fabric:

1. As specified in Section 310519.13 “Geotextiles for Earthwork”.

B. Plastic Ribbon Tape:

1. Brightly colored, continuously printed.
2. Minimum Size: 6 inches wide by 4 mils thick.
3. Manufactured for direct burial service.

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4. Trace Wire:

    a. Description: Magnetic detectable conductor.
    b. Plastic Covering: Brightly colored.
    c. Imprint with STORM SEWER in large letters.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that trench cut and excavation base is ready to receive Work of this Section.

B. Verify that excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.

3.3 INSTALLATION

A. Excavation and Bedding:

1. Excavate pipe trench as specified in Section 312333 “Trenching and Backfilling”.
2. Hand trim excavation for accurate placement of piping to indicated elevations.
3. Place bedding material at trench bottom.
4. Level materials in continuous layers not exceeding 6-inch compacted depth.
5. Maintain optimum moisture content of bedding material to attain required compaction density.

B. Piping:

1. Install pipe, fittings, and accessories according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.
2. Seal joints watertight.
3. Install aggregate at sides and over top of pipe.
4. Backfilling and Compaction:

    a. As specified in Section 312333 “Trenching and Backfilling” or as shown on the Drawings.
    b. Do not displace or damage pipe while compacting.

5. Manholes: As specified in Section 330513 “Manholes and Structures.
6. Connect to municipal storm drainage system and manholes, through installed sleeves.
7. Pipe Markers:

a. Install plastic ribbon tape and trace wire continuous over top of pipe.
b. Coordinate with trenching Work as specified in Section 312333 “Trenching and Backfilling”.

8. Installation Standards: Install Work according to latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings.

3.4 FIELD QUALITY CONTROL

A. Request inspection by Engineer prior to and immediately after placing aggregate cover over pipe.

B. Testing:

1. If tests indicate that Work does not meet specified requirements, remove Work, replace, and retest.
2. Compaction Test:
   a. Comply with latest edition of Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction.
   b. As specified in Section 014000 “Quality Requirements”.

3.5 PROTECTION

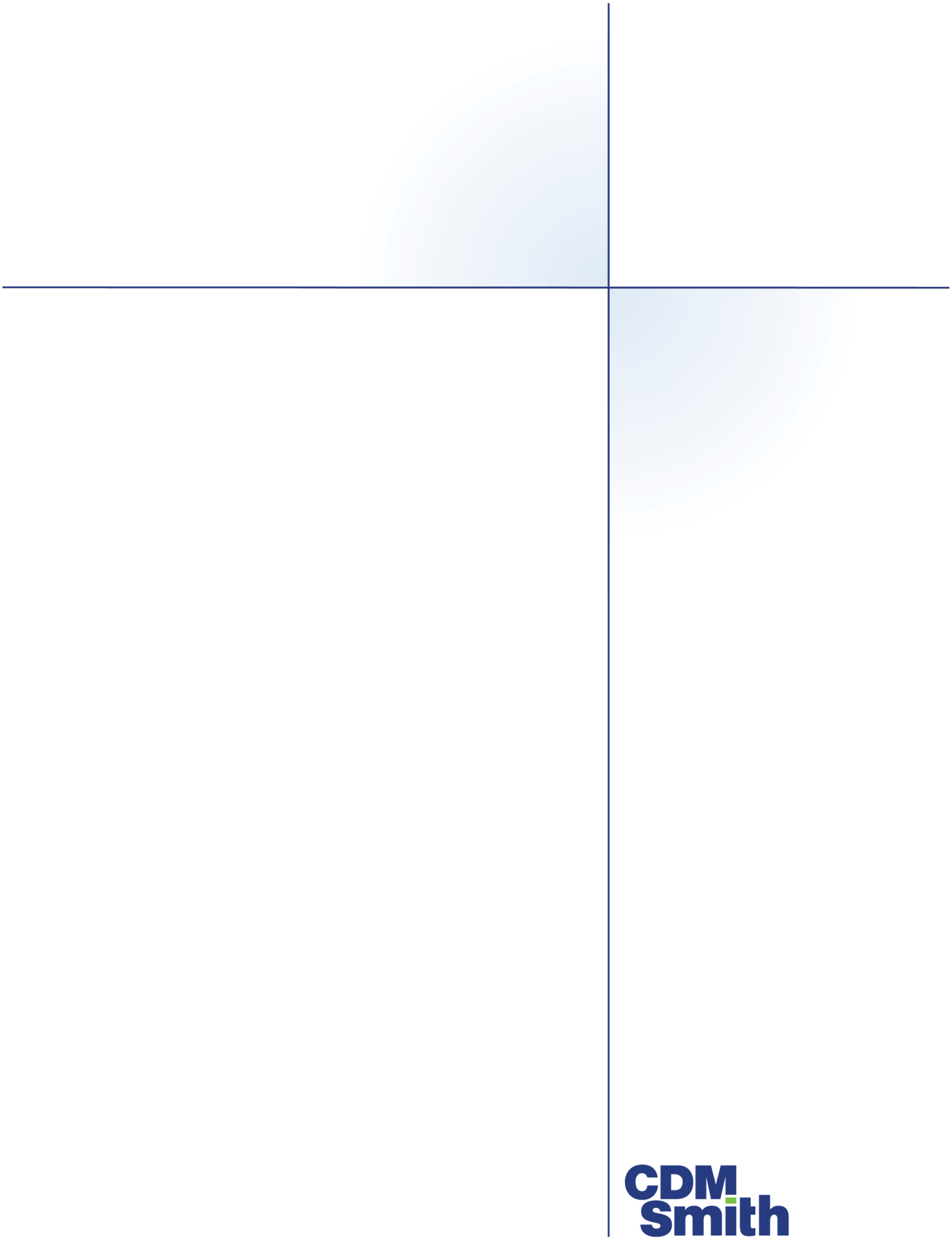
A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION 334100

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

Mt. Juliet, Tennessee

Staff Report

File #: 1811 **Agenda Date:** 7/27/2026 **Agenda #:** 8.D.

Title:

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

RESOLUTION - 2026

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE LEBANON ROAD SIDEWALKS, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options within the City; and

WHEREAS, this project will provide 6-foot-wide sidewalks on both sides of Lebanon Road from Nonaville Road to N. Greenhill/Benton Douglas; and

WHEREAS, the City of Mt. Juliet has received and reviewed bids and finds Grade A 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, pending approval from TDOT local programs.

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

Section 1. The Board of Commissioners approves the contract with the Contractor in the total amount of $875,963.25 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

_____
Kenneth D. Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

Executive Summary

The project: This project will provide 6-foot-wide sidewalks on both sides of Lebanon Road from Nonaville Road to N. Greenhill/Benton Douglas.

Contract: The City of Mt. Juliet has received and reviewed bids and finds Grade A Construction, LLC to be the lowest responsive, responsible bidder for the project in the amount of **$875,963.25**. The City received two other bids in the amount of $888,719.00 and $993,510.83.

Funding: This is a State funded grant project that covers 95% of the project costs with the City being responsible for the 5% match. The low bid of $875,963.25 is well within budget, as this amount is approximately $325,000 under budget.

Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	29,525.00	29,525.00
2	201-07.01	REMOVAL AND DISPOSAL OF BRUSH & TREES	LS	1.00	14,350.00	14,350.00
	202-02.01	REMOVAL OF PIPE (24" RCP, STA. 274+79.66)	L.F.	5.00	332.00	1,660.00
	202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	180.00	24.70	4,446.00
	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1,205.00	4.40	5,302.00
8	202-08.10	REMOVAL OF CURB (EXTRUDED)	L.F.	229.00	12.50	2,862.50
	202-08.15	REMOVAL OF CURB AND GUTTER (AT INTERSECTIONS)	L.F.	86.00	34.35	2,954.10
14	203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	111.00	158.00	17,538.00
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	620.00	105.00	65,100.00
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	40.00	327.85	13,114.00
	209-05	SEDIMENT REMOVAL	C.Y.	60.00	81.20	4,827.00
10	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	4,500.00	5.25	23,625.00
10	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EA	39.00	240.00	9,360.00
5	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	357.00	52.50	18,742.50
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	54.00	242.00	13,068.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.67	2,550.00	1,708.50
15	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	3.00	495.00	1,485.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.20	2,965.00	593.00
	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	2,000.00	2.20	4,400.00
	411-01.11	ACS MIX (PG64-22) GRADING E RDWY	TON	96.00	205.00	19,680.00
	502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L.F.	220.00	5.00	1,100.00
	604-01.20	BOX TUBE SAFETY RAIL	L.F.	84.00	245.00	20,580.00
3	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	95.00	217.00	20,615.00
	611-01.02	MANHOLES (>4'-8'DEPTH)	EA	2.00	7,595.00	15,190.00
7	701-01.01	CONCRETE SIDEWALK (4")	S.F.	23,977.00	7.95	190,617.15
6	701-02	CONCRETE DRIVEWAY	S.F.	4,760.00	10.70	50,932.00
13	701-02.03	CONCRETE CURB RAMP	S.F.	860.00	27.40	23,564.00

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	702-01.01	EXTRUDED SLOPING CURB	L.F.	228.00	23.25	5,301.00
9	702-01.02	CONCRETE CURB	L.F.	91.00	61.50	5,596.50
	702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	26.00	497.00	12,922.00
	705-06.02	W BEAM GR (TYPE 2) MASH TL3 (LONG POST)	L.F.	117.00	38.50	4,504.50
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EA	2.00	1,456.00	2,912.00
	706-01	GUARDRAIL REMOVED	L.F.	116.00	1.10	127.60
	712-01	TRAFFIC CONTROL	LS	1.00	97,850.00	97,850.00
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA	88.00	31.20	2,745.60
	712-06	SIGNS (CONSTRUCTION)	SF	384.00	7.00	2,688.00
	712-08.03	ARROW BOARD (TYPE C)	EA	2.00	832.00	1,664.00
	712-09.02	REMOVABLE PAVEMENT MARKING (8" BARRIER LINE)	L.F.	6,426.00	4.15	26,667.90
	713-11.01	"U" SECTION STEEL POSTS	LB.	33.00	4.15	136.95
	713-15.02	REMOVAL & RELOCATION OF SIGNS AND SUPPORT	EA	13.00	104.00	1,352.00
	713-16.20	SIGNS (R10-15, 30" x 30")	EA	1.00	130.00	130.00
4	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	120.00	26.00	3,120.00
4	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	360.00	46.80	16,848.00
	717-01	MOBILIZATION	LS	1.00	21,350.00	21,350.00
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	58.00	2.75	159.50
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	17.00	3.00	51.00
	730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	17.00	3.30	56.10
	730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	50.00	24.10	1,205.00
	730-12.16	CONDUIT (2" DIAMETER, PVC, DIRECTIONAL DRILL)	L.F.	175.00	76.65	13,413.75
	730-23.28	PEDESTAL POLE (TYPE A)	EA	2.00	3,284.20	6,568.40
	730-26.06	PEDESTRIAN PUSHBUTTON POST	EA	1.00	2,955.80	2,955.80
11	730-26.11	COUNTDOWN PED SIGNAL HEAD W/AUDIBLE PUSHBUTTON & 15 IN SIGN	EA	4.00	2,063.60	8,254.40
	801-01	SEEDING (WITH MULCH)	UNIT	5.00	500.00	2,500.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	1,585.00	2.20	3,487.00

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	920-10.01	REMOVE GRAVEL	S.F.	800.00	5.75	4,600.00
	920-10.04	18" PVC STRUCTURE	EA	1.00	5,710.00	5,710.00
	920-11	PLASTIC PAVEMENT MARKING (6" DOUBLE YELLOW SOLID LINE)	L.F.	37.00	32.00	1,184.00
12	920-11.01	4" CONCRETE SIDEWALK (WITH 1' WIDE CONCRETE TURN DOWN)	S.F.	2,153.00	10.50	22,606.50
	920-12	12" HP PIPE	L.F.	11.00	242.00	2,662.00
	920-13.04	ADJUST TELEPHONE BOX	EA	1.00	900.00	900.00
	920-14.04	ADJUST ELECTRICAL BOX	EA	1.00	1,350.00	1,350.00
	920-15.04	ADJUST FIBER OPTIC BOX	EA	1.00	2,200.00	2,200.00
	920-16.04	REMOVE AND REPLACE BENCH	EA	1.00	2,850.00	2,850.00
	920-17.04	REMOVE HEADWALL	EA	2.00	650.00	1,300.00
	920-18.04	REMOVE CATCH BASIN	EA	1.00	1,650.00	1,650.00
	920-19.04	REMOVE AND REPLACE FLAG POLE	EA	1.00	7,400.00	7,400.00

FOOTNOTES	
1	INCLUDES THE FURNISHING, SETTING, MAINTAINING, AND RESETTING, WHEN NECESSARY, THE STAKES, AND FOR PROVIDING ALL LABOR, EQUIPMENT, MATERIALS, AND INCIDENTALS TO COMPLETE THE WORK AS SPECIFIED.
2	INCLUDES REMOVAL OF LANDSCAPING, TREES, BRUSH AS NOTED ON PLANS.
3	BEDDING MATERIAL SHALL BE INCLUDED IN THE COST OF THE PROPOSED PIPE CULVERT. SEE STANDARD DRAWING NO. D-PB-1 AND D-PB-2 FOR ADDITIONAL DETAILS.
4	CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC
5	INCLUDES GRAVEL DRIVEWAY REPLACEMENT ASPHALT DRIVEWAY TIE IN, AND FULL DEPTH ASPHALT
6	INCLUDES 6' ACCESSIBLE PATH ACROSS DRIVEWAYS AS WELL REMAINING TIE IN FOR CONCRETE DRIVEWAYS. INCLUDES COST OF BASE STONE AND WELDED WIRE MESH.
7	PER MM-SW-1, COST OF REMOVING AND RESETTING MAILBOXES WILL BE PAID FOR WITH COST OF SIDEWALK. INCLUDES COST OF BASE STONE.
8	INCLUDES REMOVAL OF POST CURB AT CURB RAMP TIE IN LOCATION AT NONAVILLE ROAD ON SOUTH SIDE OF LEBANON ROAD
9	INCLUDES HEADER CURB
10	SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT. ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.
11	PUSHBUTTON SHOULD BE AN ACCESSIBLE PEDESTRIAN SIGNAL WITH AUDIBLE TONES AND VIBROTACTILE SURFACE
12	COST OF 6" WELDED WIRE MESH WITHIN THE SIDEWALK AND TURNDOWN WALL TO BE INCLUDED IN THE COST OF THIS ITEM.
13	HEADER CURB AT RAMPS AND TRUNCATED DOMES SHALL BE INCLUDED IN THE COST OF THIS ITEM.
14	INCLUDES COST OF EXCAVATION FOR SIDEWALKS AND DRIVEWAYS
15	ITEM TO BE USED AS DIRECTED BY ENGINEER

Eight hundred seventy-five thousand nine hundred sixty-three and 25 /100 Dollars,

$ 875,963.25.

Note: This project shall be awarded to the lowest responsive and qualified bidder based upon the sum of the base bids for this project (SR-24 from near Benton Douglas Parkway to Nonavile Road.) (PIN: 130263.00).

The Bidder acknowledges that he (she) has received the following addenda. The modifications to the Bid Documents noted therein have been considered and all cost thereto are included in the Bid Sum.

A. Addendum Number N/A Dated _____

B. Addendum Number N/A Dated _____

C. Addendum Number N/A Dated _____

NOTE:
The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Company Address: 9857 Lebanon Rd. Ste 200 Mt. Juliet, TN 37122

Company Telephone #: 615-444-8133 **Fax #:** _____

Name of Person Signing Bid: Rachelle Reigard

Signature: Rachelle Reigard

Title of Person Signing Bid: President

Date: _____
Bid Award

END OF BID FORM

CITY OF MT. JULIET, TENNESSEE

CONTRACT NO. 200120

This agreement is made and executed in three (3) originals, between the CITY OF MT. JULIET, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF MT. JULIET did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained; to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
   (a) the Instructions to Bidders
   (b) the Proposal
   (c) all conditions and terms of this Contract form
   (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
   (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge* Construction (herein referred to as *TDOT Standard Specifications)*
   (f) Supplemental Specifications
   (g) Revisions and Additions
   (h) Special Provisions
   (i) Addenda
   (j) The most current version of the TDOT Standard Drawings
   (k) The Contract Plans,
   (l) The Work Order
   (m) Construction Changes
   (n) Supplemental Agreements

   All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the CITY OF MT. JULIET.

4. The CITY OF MT. JULIET agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF MT. JULIET and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF MT. JULIET under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) 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 CITY OF MT. JULIET, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less that $1 million dollars per occurrence and $300,000 per claimant, naming the CITY OF MT. JULIET as an additional insured.

7. The Contractor shall indemnify and hold harmless the CITY OF MT. JULIET and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF MT. JULIET may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF MT. JULIET to protect the CITY OF MT. JULIET from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1	Contractor 2*
By:	By:
Print Name and Title	Print Name and Title
Date	Date

CITY OF MT. JULIET, TENNESSEE

This Contract is accepted this _____ day of _____, _____

and is effective on the _____ day of _____, _____

_____
[CITY/COUNTY Official]

Approved:

_____
CITY OF MT. JULIET Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

Kimley»Horn

OPINION OF PROBABLE COST & BID TABULATIONS

PROJECT NAME:	**LEBANON ROAD SIDEWALKS PHASE 3**
	SR-24 FROM NEAR BENTON DOUGLAS PARKWAY TO NONAVILLE ROAD
PIN NUMBER:	**130263.00**
LOCATION:	**MT. JULIET, TN**
KHA PROJECT NUMBER:	**118168008**
BASIS OF EST.:	**FINAL CONSTRUCTION PLANS**
INITIAL SUBMITTAL:	**5/13/2025**
PREPARED BY:	**RCR**

REVISION LOG		
DATE	**SUBMITTAL**	**REVISED BY:**
5/13/2025	2025 UPDATES	**LEB**
11/13/2025	2025 MID-YEAR	**AMA**
7/9/2026	BID OPENING	***LEB/EC***

APPARENT LOW BIDDER

							GRADE A CONSTRUCTION		**ADAMS CONTRACTING**		**JARRETT BUILDERS**	
FOOTNOTE	**ITEM NO.**	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL**	**UNIT COST (G)**	**TOTAL COST (G)**	**UNIT COST (A)**	**TOTAL COST (A)**	**UNIT COST (J)**	**TOTAL COST (J)**
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	$ 50,000.00	$ 50,000.00	$ 29,525.00	$ 29,525.00	$ 15,000.00	$ 15,000.00	$ 28,237.70	$ 28,237.70
2	201-07.01	REMOVAL AND DISPOSAL OF BRUSH & TREES	LS	1.00	$ 7,500.00	$ 7,500.00	$ 14,350.00	$ 14,350.00	$ 15,000.00	$ 15,000.00	$ 2,941.20	$ 2,941.20
	202-02.01	REMOVAL OF PIPE (24" RCP, STA. 274+79.66)	L.F.	5.00	$ 50.00	$ 250.00	$ 332.00	$ 1,660.00	$ 60.00	$ 300.00	$ 174.20	$ 871.00
	202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC	S.Y.	180.00	$ 15.00	$ 2,700.00	$ 24.70	$ 4,446.00	$ 25.00	$ 4,500.00	$ 27.30	$ 4,914.00
	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1,205.00	$ 25.00	$ 30,125.00	$ 4.40	$ 5,302.00	$ 14.00	$ 16,870.00	$ 25.60	$ **30,848.00**
8	202-08.10	REMOVAL OF CURB (EXTRUDED)	L.F.	229.00	$ 25.00	$ 5,725.00	$ 12.50	$ 2,862.50	$ 20.00	$ 4,580.00	$ 45.90	$ 10,511.10
	202-08.15	REMOVAL OF CURB AND GUTTER (AT INTERSECTIONS)	L.F.	86.00	$ 11.00	$ 946.00	$ 34.35	$ 2,954.10	$ 18.00	$ 1,548.00	$ 61.10	$ 5,254.60
14	203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	111.00	$ 30.00	$ 3,330.00	$ 158.00	$ 17,538.00	$ 45.00	$ 4,995.00	$ 60.80	$ 6,748.80
	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	620.00	$ 40.00	$ 24,800.00	$ 105.00	$ 65,100.00	$ 60.00	$ 37,200.00	$ 38.50	$ 23,870.00
	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	40.00	$ 15.00	$ 600.00	$ 327.85	$ 13,114.00	$ 90.00	$ 3,600.00	$ 87.10	$ 3,484.00
	209-05	SEDIMENT REMOVAL	C.Y.	60.00	$ 25.00	$ 1,500.00	$ 81.20	$ 4,872.00	$ 5.00	$ 300.00	$ 35.80	$ 2,148.00
10	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	4,500.00	$ 10.00	$ 45,000.00	$ 5.25	$ 23,625.00	$ 5.50	$ 24,750.00	$ 5.00	$ 22,500.00
10	209-40.33	CATCH BASIN PROTECTION (TYPE D)	EA	39.00	$ 90.00	$ 3,510.00	$ 240.00	$ 9,360.00	$ 180.00	$ 7,020.00	$ 682.40	$ 26,613.60
5	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	357.00	$ 65.00	$ 23,205.00	$ 52.50	$ 18,742.50	$ 55.00	$ 19,635.00	$ 40.50	$ 14,458.50
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	54.00	$ 150.00	$ 8,100.00	$ 242.00	$ 13,068.00	$ 420.00	$ 22,680.00	$ 379.00	$ 20,466.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.67	$ 1,500.00	$ 1,005.00	$ 2,550.00	$ 1,708.50	$ 1,120.00	$ 750.40	$ 1,179.00	$ 789.93
15	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	3.00	$ 61.00	$ 183.00	$ 495.00	$ 1,485.00	$ 145.00	$ 435.00	$ 52.70	$ 158.10
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.20	$ 1,500.00	$ 300.00	$ 2,965.00	$ 593.00	$ 1,120.00	$ 224.00	$ 1,179.00	$ 235.80
	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	2,000.00	$ 4.00	$ 8,000.00	$ 2.20	$ 4,400.00	$ 4.20	$ 8,400.00	$ 5.30	$ 10,600.00
	411-01.11	ACS MIX (PG64-22) GRADING E RDWY	TON	96.00	$ 109.00	$ 10,464.00	$ 205.00	$ 19,680.00	$ 345.00	$ 33,120.00	$ 426.40	$ 40,934.40
	502-04.01	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L.F.	220.00	$ 7.00	$ 1,540.00	$ 5.00	$ 1,100.00	$ 5.00	$ 1,100.00	$ 5.30	$ 1,166.00
	604-01.20	BOX TUBE SAFETY RAIL	L.F.	84.00	$ 270.00	$ 22,680.00	$ 245.00	$ 20,580.00	$ 275.00	$ 23,100.00	$ 323.60	$ 27,182.40
3	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	95.00	$ 250.00	$ 23,750.00	$ 217.00	$ 20,615.00	$ 190.00	$ 18,050.00	$ 255.10	$ 24,234.50
	611-01.02	MANHOLES (>4'-8'DEPTH)	EA	2.00	$ 5,176.00	$ 10,352.00	$ 7,595.00	$ 15,190.00	$ 10,000.00	$ 20,000.00	$ 7,600.00	$ 15,200.00
7	701-01.01	CONCRETE SIDEWALK (4")	S.F.	23,977.00	$ 12.00	$ 287,724.00	$ 7.95	$ 190,617.15	$ 8.00	$ 191,816.00	$ 10.80	$ 258,951.60
6	701-02	CONCRETE DRIVEWAY	S.F.	4,760.00	$ 10.00	$ 47,600.00	$ 10.70	$ 50,932.00	$ 11.50	$ 54,740.00	$ 16.40	$ 78,064.00
13	701-02.03	CONCRETE CURB RAMP	S.F.	860.00	$ 40.00	$ 34,400.00	$ 27.40	$ 23,564.00	$ 21.00	$ 18,060.00	$ 26.40	$ 22,704.00
	702-01.01	EXTRUDED SLOPING CURB	L.F.	228.00	$ 30.00	$ 6,840.00	$ 23.25	$ 5,301.00	$ 34.00	$ 7,752.00	$ 23.20	$ 5,289.60
9	702-01.02	CONCRETE CURB	L.F.	91.00	$ 39.00	$ 3,549.00	$ 61.50	$ 5,596.50	$ 41.00	$ 3,731.00	$ 57.90	$ 5,268.90
	702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	26.00	$ 700.00	$ 18,200.00	$ 497.00	$ 12,922.00	$ 600.00	$ 15,600.00	$ 1,142.20	$ 29,697.20
	705-06.02	W BEAM GR (TYPE 2) MASH TL3 (LONG POST)	L.F.	117.00	$ 47.00	$ 5,499.00	$ 38.50	$ 4,504.50	$ 38.00	$ 4,446.00	$ 43.60	$ 5,101.20
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EA	2.00	$ 1,600.00	$ 3,200.00	$ 1,456.00	$ 2,912.00	$ 1,450.00	$ 2,900.00	$ 1,647.10	$ 3,294.20
	706-01	GUARDRAIL REMOVED	L.F.	116.00	$ 1.00	$ 116.00	$ 1.10	$ 127.60	$ 2.00	$ 232.00	$ 1.20	$ 139.20
	712-01	TRAFFIC CONTROL	LS	1.00	$ 75,000.00	$ 75,000.00	$ 97,850.00	$ 97,850.00	$ 100,000.00	$ 100,000.00	$ 82,176.50	$ 82,176.50
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA	88.00	$ 50.00	$ 4,400.00	$ 31.20	$ 2,745.60	$ 31.00	$ 2,728.00	$ 35.30	$ 3,106.40
	712-06	SIGNS (CONSTRUCTION)	SF	384.00	$ 15.00	$ 5,760.00	$ 7.00	$ 2,688.00	$ 7.00	$ 2,688.00	$ 8.00	$ 3,072.00
	712-08.03	ARROW BOARD (TYPE C)	EA	2.00	$ 1,300.00	$ 2,600.00	$ 832.00	$ 1,664.00	$ 1,000.00	$ 2,000.00	$ 941.20	$ 1,882.40
	712-09.02	REMOVABLE PAVEMENT MARKING (8" BARRIER LINE)	L.F.	6,426.00	$ 4.00	$ 25,704.00	$ 4.15	$ 26,667.90	$ 4.00	$ 25,704.00	$ 5.90	$ 37,913.40
	713-11.01	"U" SECTION STEEL POSTS	LB.	33.00	$ 6.00	$ 198.00	$ 4.15	$ 136.95	$ 5.00	$ 165.00	$ 58.90	$ 1,943.70
	713-15.02	REMOVAL & RELOCATION OF SIGNS AND SUPPORT	EA	13.00	$ 500.00	$ 6,500.00	$ 104.00	$ 1,352.00	$ 110.00	$ 1,430.00	$ 117.70	$ 1,530.10
	713-16.20	SIGNS (R10-15, 30" x 30")	EA	1.00	$ 480.00	$ 480.00	$ 130.00	$ 130.00	$ 140.00	$ 140.00	$ 147.10	$ 147.10
4	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	120.00	$ 30.00	$ 3,600.00	$ 26.00	$ 3,120.00	$ 19.00	$ 2,280.00	$ 35.30	$ 4,236.00
4	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	360.00	$ 50.00	$ 18,000.00	$ 46.80	$ 16,848.00	$ 19.00	$ 6,840.00	$ 65.30	$ 23,508.00
	717-01	MOBILIZATION	LS	1.00	$ 250,000.00	$ 250,000.00	$ 21,350.00	$ 21,350.00	$ 85,000.00	$ 85,000.00	$ 11,157.90	$ 11,157.90
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	58.00	$ 4.00	$ 232.00	$ 2.75	$ 159.50	$ 4.00	$ 232.00	$ 8.00	$ 464.00
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	17.00	$ 5.00	$ 85.00	$ 3.00	$ 51.00	$ 6.00	$ 102.00	$ 8.50	$ 144.50
	730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	17.00	$ 5.00	$ 85.00	$ 3.30	$ 56.10	$ 8.00	$ 136.00	$ 8.70	$ 147.90
	730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	50.00	$ 45.00	$ 2,250.00	$ 24.10	$ 1,205.00	$ 37.00	$ 1,850.00	$ 5.70	$ 285.00
	730-12.16	CONDUIT (2" DIAMETER, PVC, DIRECTIONAL DRILL)	L.F.	175.00	$ 85.00	$ 14,875.00	$ 76.65	$ 13,413.75	$ 42.00	$ 7,350.00	$ 71.60	$ 12,530.00
	730-23.28	PEDESTAL POLE (TYPE A)	EA	2.00	$ 2,100.00	$ 4,200.00	$ 3,284.20	$ 6,568.40	$ 4,000.00	$ 8,000.00	$ 6,842.20	$ 13,684.40
	730-26.06	PEDESTRIAN PUSHBUTTON POST	EA	1.00	$ 2,500.00	$ 2,500.00	$ 2,955.80	$ 2,955.80	$ 3,300.00	$ 3,300.00	$ 1,263.20	$ 1,263.20
11	730-26.11	COUNTDOWN PED SIGNAL HEAD W/AUDIBLE PUSHBUTTON & 15 IN SIGN	EA	4.00	$ 2,500.00	$ 10,000.00	$ 2,063.60	$ 8,254.40	$ 2,400.00	$ 9,600.00	$ 842.20	$ 3,368.80
	801-01	SEEDING (WITH MULCH)	UNIT	5.00	$ 50.00	$ 250.00	$ 500.00	$ 2,500.00	$ 100.00	$ 500.00	$ 35.80	$ 179.00
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	1,585.00	$ 2.00	$ 3,170.00	$ 2.20	$ 3,487.00	$ 1.10	$ 1,743.50	$ 1.50	$ 2,377.50
	920-10.01	REMOVE GRAVEL	S.F.	800.00	$ 8.00	$ 6,400.00	$ 5.75	$ 4,600.00	$ 3.00	$ 2,400.00	$ 2.10	$ 1,680.00
	920-10.04	18" PVC STRUCTURE	EA	1.00	$ 10,000.00	$ 10,000.00	$ 5,710.00	$ 5,710.00	$ 4,500.00	$ 4,500.00	$ 3,505.90	$ 3,505.90
	920-11	PLASTIC PAVEMENT MARKING (6" DOUBLE YELLOW SOLID LINE)	L.F.	37.00	$ 40.00	$ 1,480.00	$ 32.00	$ 1,184.00	$ 3.00	$ 111.00	$ 12.70	$ 469.90
12	920-11.01	4" CONCRETE SIDEWALK (WITH 1' WIDE CONCRETE TURN DOWN)	S.F.	2,153.00	$ 18.00	$ 38,754.00	$ 10.50	$ 22,606.50	$ 12.00	$ 25,836.00	$ 13.70	$ 29,496.10
	920-12	12" HP PIPE	L.F.	11.00	$ 120.00	$ 1,320.00	$ 242.00	$ 2,662.00	$ 150.00	$ 1,650.00	$ 130.30	$ 1,433.30
	920-13.04	ADJUST TELEPHONE BOX	EA	1.00	$ 2,000.00	$ 2,000.00	$ 900.00	$ 900.00	$ 1,000.00	$ 1,000.00	$ 2,631.60	$ 2,631.60
	920-14.04	ADJUST ELECTRICAL BOX	EA	1.00	$ 2,000.00	$ 2,000.00	$ 1,350.00	$ 1,350.00	$ 1,000.00	$ 1,000.00	$ 2,631.60	$ 2,631.60
	920-15.04	ADJUST FIBER OPTIC BOX	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,200.00	$ 2,200.00	$ 1,000.00	$ 1,000.00	$ 2,631.60	$ 2,631.60
	920-16.04	REMOVE AND REPLACE BENCH	EA	1.00	$ 2,500.00	$ 2,500.00	$ 2,850.00	$ 2,850.00	$ 1,000.00	$ 1,000.00	$ 2,329.50	$ 2,329.50
	920-17.04	REMOVE HEADWALL	EA	2.00	$ 3,500.00	$ 7,000.00	$ 650.00	$ 1,300.00	$ 500.00	$ 1,000.00	$ 1,741.20	$ 3,482.40
	920-18.04	REMOVE CATCH BASIN	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,650.00	$ 1,650.00	$ 1,000.00	$ 1,000.00	$ 1,741.20	$ 1,741.20
	920-19.04	REMOVE AND REPLACE FLAG POLE	EA	1.00	$ 1,500.00	$ 1,500.00	$ 7,400.00	$ 7,400.00	$ 4,000.00	$ 4,000.00	$ 3,482.40	$ 3,482.40
	TOTAL											
					PROJECT SUBTOTAL	*$ 1,201,036.00*						
					ESTIMATE CONTINGENCY:	**20%**	$ 240,207.20					
					TOTAL OPINION OF PROBABLE COST		**$ 1,441,243.20**					
							GRADE A TOTAL COST	**$ 875,963.25**	**ADAMS TOTAL COST**	**$ 888,719.90**	**JARRETT TOTAL COST**	**$ 993,510.83**

***mathmatical error for line item 202-03.01*

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

File #: 1772 **Agenda Date:** 7/27/2026 **Agenda #:** 9.A.

Title:

AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01

ORDINANCE 2026-

AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01

WHEREAS, pursuant to City of Mt. Juliet Code of Ordinances, Chapter 30, Article II, Division 11, Section 30-367(e),

> Any developer or landowner who anticipates undertaking any project outside the city limits of Mt. Juliet which would require connection to the Mt. Juliet sewer system shall first obtain the approval of the Mt. Juliet Planning Commission and the Mt. Juliet City Commission prior to any engineering design work concerning the sewer system; and

WHEREAS, owner has requested permission to connect to the Mt. Juliet Sewer System for four (4) sewer connections for the development, shown in Exhibit A, at 3150 Nonaville Road, Mt. Juliet, TN, Wilson County, TN Map 031, Parcel 032.01; and

WHEREAS, Mt. Juliet Planning Commission heard the request at a meeting held on June 18, 2026, and has forwarded a positive recommendation (8-0-1) to the City Commission.

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 approves the connection to the sewer system with the following conditions:

1. The directing of wastewater flows through private grinder systems and a public tributary force main that connects to the existing 6” force main fronting the property along Nonaville Road.
2. Final plat shall show a 20’ sewer easement for the tributary force main.
3. Property owner will be required to pay a premium monthly rate since property is not within the city limits as indicated by the current rate schedule.
4. Property owner will be required to pay for the one (1) tap fee, along with capacity fees, connection, pretreatment and user fees as outlined in Ordinance 2019-36, as required for connection to the city system.

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.

ORDINANCE 2026-

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

PASSED:

FIRST READING: July 13, 2026
SECOND READING:

_____
James Maness, Mayor

_____
Kenny Martin, City Manager

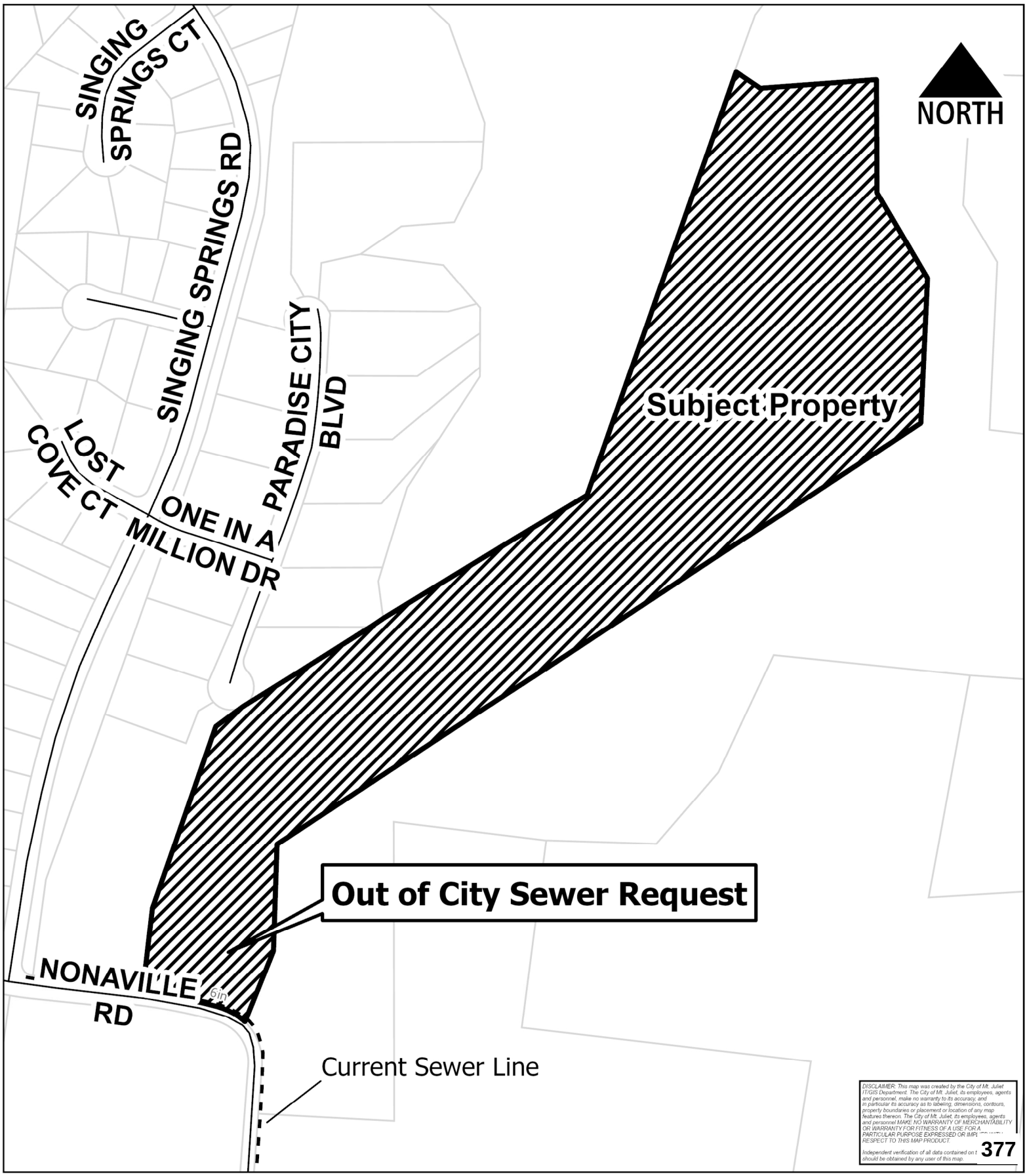
ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

Out of City Sewer Request
3150 Nonaville Rd.
Map 031, Parcel 032.01



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 should be obtained by any user of this map.

STAFF REPORT

Date: June 18, 2026

To: Luke Winchester, Chairman and Planning Commission

From: Shane Shamanur, P.E.
Director of Engineering

Re: Mt. Juliet Code, Section 13-1-12 (1)
Ordinance 98-02 - Sewer Service Outside City Limits
Ordinance 19-36 – Outside City Customers

Background: The subject property location is 3150 Nonaville Rd., outside the city limits of Mt. Juliet, Tennessee, identified as Wilson County, Tennessee, Map 31, parcel 032.01. Total area of the property is ±20 acres. The City's sewer force main is located on the east side of Nonaville Road, which is within the bounds of the subject property. The properties in this area of Nonaville Road are not within the City limits. Nonaville Road in this area has not been annexed to be part of the City at this time.

Request: The developer/property owner wishes to develop four (4) single family residences and requests a connection (4 taps) to the City sewer system.

Analysis: The property is not contiguous to the City limits, however, changes in state law now allow non-contiguous annexation so long as the property is within the Urban Growth Boundary and is for industrial/commercial purpose or future residential development. In the case of this property, it does meet the criteria for non-contiguous annexation. Regardless, no other properties north of the Nonaville Road/Saundersville Road split along Nonaville have been annexed into the City in the area of the subject property.

The developer/property owner will pay all regular charges and a surcharge of 100% additional for all city fees meeting Ordinance 2019-36 since said property is not within the city limits. Further, the owner understands and agrees to pay the tap and capacity fees required for connection to the City system. Installation of all sewerage facilities servicing the property will also be the responsibility of the developer/property owner.

Significant pressure in the sewer force main along the property road frontage creates difficulty in connecting directly to the main in this area. The best connection to the sewer system will be to construct a tributary force main to tie to the existing 6" force main. The lots would be served with private grinder systems (not to be maintained by the City).

Recommendation: If the Planning Commission provides a positive recommendation, staff recommends the sewer availability be subject to the following:

1. The directing of wastewater flows through private (not City maintained) grinder systems and a public tributary force main that connects to the existing 6" force main fronting the property along Nonaville Road.
2. Final plat shall show a 20' sewer easement for the tributary force main.
3. Payment of all fees including tap, connection, pretreatment, and user fees as outlined by Ordinance 2019-36
4. Installation of all sewerage facilities shall be inspected and approved by the Utilities Director, or a representative thereof.

OUT OF CITY SEWER SERVICE APPLICATION

Date Submitted: 6-4-26

Section 1:

Property Owner/Applicant: Kane Cove LLC

Street Address: 204 Ackten Park Drive, Unit 301

City: Nashville **State:** Tn **Zip:** 37203

Phone: 615-478-3081 **Email:** sabinewing@yahoo.com
615-260-4755

Section 2:

Location of Property for Service: _____

Property Address (if applicable): _____

Street Address: 3150 Nonaville Rd Mt Juliet Tn 37122

Subdivision: _____

Map(s): 031 **Parcel(s):** 032.01

_____ **Is this Property Contiguous with the city limits of The City of Mt Juliet**

21 **Total Acreage**

Reason for this request:
Requesting sewer for 4 houses each on 5+ acres

Proposed Use (Residence, Office, Restaurant etc.)

Residential

Applicant's Signature (provide notarized certification) **Date**

***I (we) herby certify that I am (we are) the owners of the property shown and described above.**

6-4-26

Owner's Signature **Date**

Sworn to and subscribed before me in the

County of Wilson

This 4th **day of** June **20**26

Donna W. Howard

Notary Public at Large

My Commission Expires November 20, 2029

Date Commission Expires

DONNA W HOWARD
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

For Office Use Only

$500 Fee Paid: 6-4-26

Sewer Available: ☐ Yes ☐ No

☐ Gravity ☐ Grinder

PC Meeting Date: _____

BOC Meeting 1st Reading: _____

BOC Meeting 2nd Reading: _____

City of Mt. Juliet

Public Works Department

June 8, 2026

Dr. Sabin Ewing
sabinewing@yahoo.com

Re: 3150 Nonaville Road

Dear Dr. Ewing:

Pursuant to your request, we have reviewed the feasibility of providing sanitary sewer service for the proposed development at 3150 Nonaville Road. Specifically, the sewer availability request as shown on the attached correspondence involves the following:

Single Family Homes – 4 Units @ 350 GPD/Unit = 1,400 GPD

This letter is to confirm that the City of Mt. Juliet's existing sanitary sewer facilities do have sufficient reserve capacity to accommodate this proposed development when completed. This recommendation for sewer availability is subject to the proposed development constructing sewer pump stations and force main for connection to the existing force main on Nonaville Road as shown on the enclosed map.

This sanitary sewer availability letter is recommended to be made available for an initial two (2) year period with provisions for a two (2) year extension upon request. If the Developer has not initiated work on the development within this period and has not paid for applicable sewer fees, the Developer would be required to request sewer availability again as if it were a new Development.

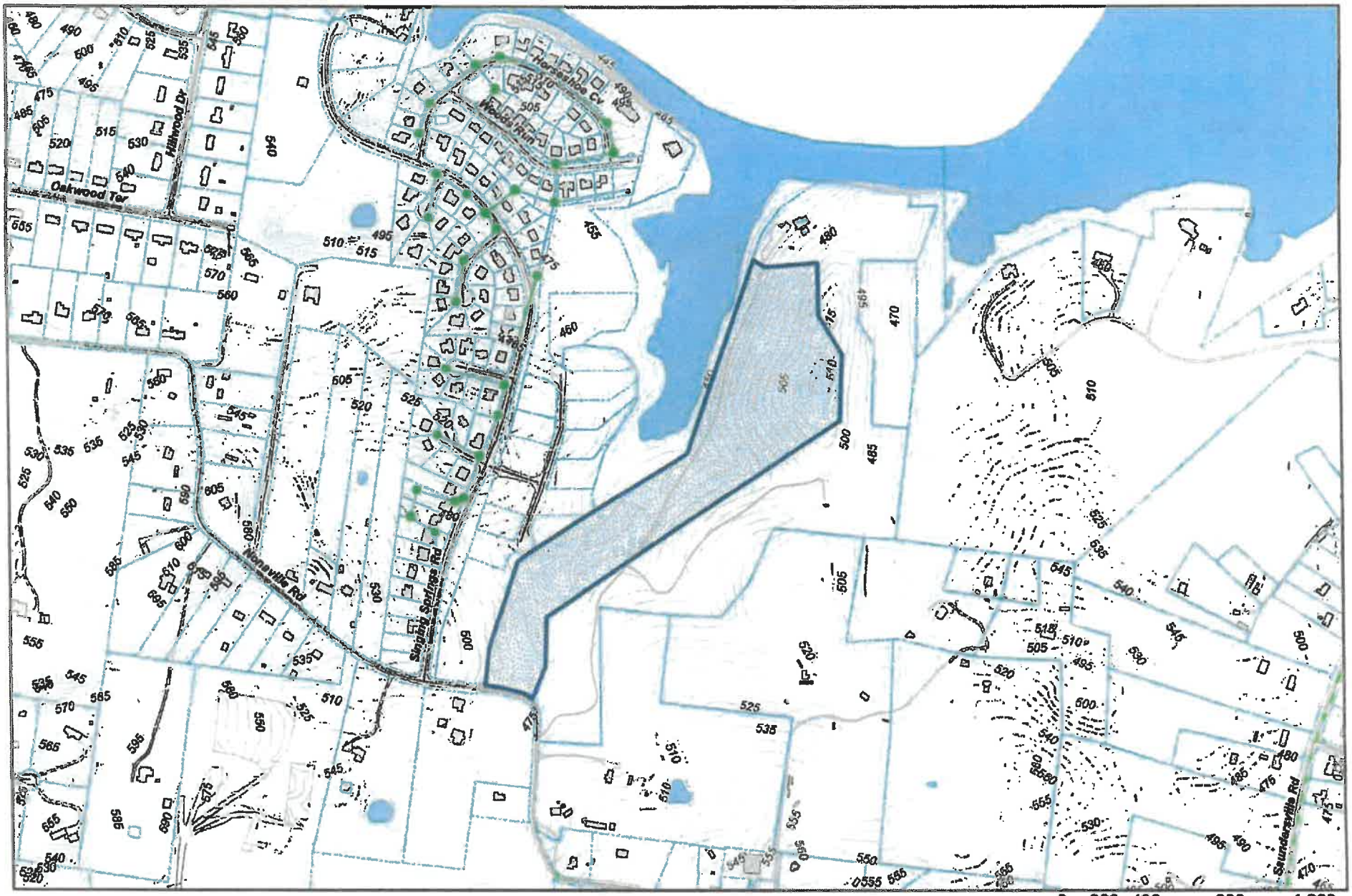
The proposed Development appears to be located **outside** the current Mt. Juliet City limits (based on the City's Website latest City Limits Map) and **inside** the City's Urban Growth Boundary. This recommendation for sewer availability is subject to review and approval of the City of Mt Juliet Planning Commission and the Mt. Juliet City Commission.

Please contact my office should you have any further questions.

Respectfully,

Shane Shamanur, P.E.
Engineering Director

115 CLEMMONS ROAD - MT. JULIET, TN 37122 - (615) 773-7957 - FAX (615)773-6286



Legend

Contours
Parcels
Exist. Gravity Sewers
TVA- Power Lines
Exist. Force Mains
City Limits
Building

3150 Nonaville Rd.
Sewer Availability

MT. JULIET, TENNESSEE

N

PREPARED BY:
WATER MANAGEMENT SERVICES, LLC
PROFESSIONAL ENGINEERS NASHVILLE, TN

3150 Nonaville Rd.



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: February 17, 2026

0 750 1,500
Feet

From: Gage Dean <gdean@wmsengineers.com>
Sent: Tuesday, February 10, 2026 11:30 AM
To: Steven Jones <sjones@wmsengineers.com>
Subject: FW: Sabin Ewing- 3150 Nonaville Road Mt Juliet Tn 37122

Steve,

A Dr. Sabin Ewing stopped by the office around 11:00 a.m. today asking for a capacity letter for the above referenced property. He said the City of Mt. Juliet directed him to stop by our offices to get a capacity letter for the property. He is hoping to split his property and have 4 homes built and to connect to the existing 4" force main along Nonaville Road.

Was not sure how best to handle this, so I gave him a card and took the plat he had, which is scanned and attached.

Thanks,
Gage Dean
Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, TN 37217
WMS Office: (615) 366-6088 Ext. 3028

From: Gage Dean
Sent: Tuesday, February 10, 2026 11:26 AM
To: 'sabin ewing' <sabinewing@yahoo.com>
Cc: Steven Jones <sjones@wmsengineers.com>
Subject: RE: Sabin Ewing- 3150 Nonaville Road Mt Juliet Tn 37122

Thank you sir. I will get to working on this ASAP and let you know if this is something we can assist you with.

If you have any other questions, feel free to reach out.

Thanks,
Gage Dean
Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, TN 37217
WMS Office: (615) 366-6088 Ext. 3028

From: sabin ewing <sabinewing@yahoo.com>
Sent: Tuesday, February 10, 2026 11:23 AM
To: Gage Dean <gdean@wmsengineers.com>
Subject: Sabin Ewing- 3150 Nonaville Road Mt Juliet Yn 37122

Gage,

Good to meet you. I just dropped off a plat for my property that is approximately 20+ acres in Wilson County and in the City of Mt Juliet growth zone.

I am wanting to see if sewer capacity exists at there is a 4 inch force main at the main road (Nonaville Road). I was hoping to get approval for an out of city sewer access

designation. The reason for this is that I have no contiguous parcels abutting my property that have been annexed into the city and the property abutting mine, Eden Grove Subdivision has been granted the same designation.

My "by right zoning" is currently R40 and I'm allowed to put 1 house per 40,000 sq ft however I'm only asking for 4 houses 4- 5 acres tracts. The first house would be my permanent residence on lot 4 (enclosed)

I appreciate your help in this matter.

Best,

Dr. Sabin Ewing
615-260-4755

Sent from Yahoo Mail for iPhone

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

File #: 1798 **Agenda Date:** 7/27/2026 **Agenda #:** 10.A.

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 1888 GOLDEN BEAR GATEWAY, APPROXIMATELY 18.40 ACRES, MAP 054, PART OF PARCEL 16.01 AND PART OF PARCEL 16.02 FROM RS-40, LOW DENSITY RESIDENTIAL, TO CMU, COMMERCIAL MIXED USE

ORDINANCE 2026 -

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 1888 GOLDEN BEAR GATEWAY, APPROXIMATELY 18.40 ACRES, MAP 054, PART OF PARCEL 16.01 AND PART OF PARCEL 16.02 FROM RS-40, LOW DENSITY RESIDENTIAL, TO CMU, COMMERCIAL MIXED USE

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance, and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on July 16, 2026, and forwarded a positive recommendation (8-0-0) for approval to the Board of Commissioners; 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 18.40 acres of property at 1888 Golden Bear Gateway, map 054, part of parcel 16.01 and part of parcel 16.02, from RS-40, low density residential, to CMU, commercial mixed use; and

WHEREAS, Exhibit A, attached hereto and incorporated herein by reference as if fully set forth verbatim below, contains the legal description of the property to be rezoned; and

WHEREAS, Exhibit B, attached hereto, is a map depicting the geographic area to which the rezoning applies.

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, is hereby amended and altered by rezone 18.40 acres of property at 1888 Golden Bear Gateway, map 054, part of parcel 16.01 and part of parcel 16.02 (as identified in Exhibit A), from RS-40, low density residential, to CMU, commercial mixed use, as shown in Exhibit B.

Section 2. PUBLIC HEARING. The zoning changes were the subject of a public hearing held on _____ 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.

ORDINANCE 2026 -

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, Baker Properties

LAND in Wilson County, Tennessee, as follows: BEING a parcel of land located in the first civil district of Mount Juliet, Wilson County, Tennessee on the westerly and northerly side of Curb Road (having no dedicated right-of-way or easement of record), and also being located on the easterly side of Cedar Creek and described according to survey by Bledsoe and Wamble Engineers, Registered Lane Surveyor No. 1136 in June 6, 1985, with all bearings being referenced to magnetic north as follows: BEGINNING at a point in the center of Curb Road (not having a dedicated right-of-way or easement of record) and in center line of Cedar Creek (not a navigable stream) said point also being described as a northwest corner of the Richard C. Stone, et. ux. property of record Deed Book 157, Page 88 R.O.W.C., Tennessee; said point further being described as in the east property line of the Joe S. Hatfield, et. ux. property of record Deed Book 285, Page 279 R.O.W.C., Tennessee; runs thence, along center of Cedar Creek and the east property line of the Joe S. Hatfield, et. ux. property as follows: thence, north 38 degrees 02 minutes 21 seconds east 125.14 feet to a point; thence, north 41 degrees 48 minutes 48 seconds east 121.48 feet to a point; thence, north 33 degrees 39 minutes 49 seconds east 119.82 feet to a point; thence, north 39 degrees 08 minutes 53 seconds east 173.72 feet to a point; thence, north 38 degrees 23 minutes 10 seconds east 133.61 feet to a point; thence, north 44 degrees 09 minutes 41 seconds east 146.01 feet to a point; thence, north 42 degrees 51 minutes 44 seconds east 129.36 feet to a point; thence, north 33 degrees 05 minutes 22 seconds east 37.29 feet to a point; thence, north 03 degrees 49 minutes 31 seconds east 94.71 feet to a point; thence, north 38 degrees 20 minutes 00 seconds west 103.86 feet to a point; thence, north 02 degrees 52 minutes 09 seconds west 79.91 feet to a point; thence, north 09 degrees 11 minutes 23 seconds west 98.63 feet to a point in a line established to divide Parcel 106, Map 54, into two portions, thence, along said line south 81 degrees 34 minutes 53 seconds east 487.43 feet to a point in the center line of said Curd Road, said point also being in the west property line of the said Richard C. Stone, et. ux. property mentioned above runs thence, along said center line of Curb Road and with the westerly and northerly property line of the Richard C. Stone, et. ux. tract as follows; thence, south 08 degrees 25 minutes 07 seconds west 1,183.46 feet to a point; thence, north 80 degrees 23 minutes 20 seconds west 388.18 feet to a point; thence, along a circular curve curving to the left with central angle of 03 degrees 35 minutes 45 seconds radius 4,460.83 feet tangent 140.21 feet length 280.32 feet chord north 82 degrees 11 minutes 12 seconds west 280.28 feet to a point; thence, north 83 degrees, 59 minutes 05 seconds west 113.18 feet to a point; thence, along a circular curve, curving to the right with a central angle of 16 degrees 28 minutes 03 seconds radius 230.43 feet tangent 33.34 feet length 66.23 feet chord north 75 degrees 39 minutes 31 seconds west 65.99 feet to a point; thence, north 67 degrees 19 minutes 57 seconds west 21.65 feet to the point of beginning:

CONTAINING 871,962 square feet or 15.42 acres.

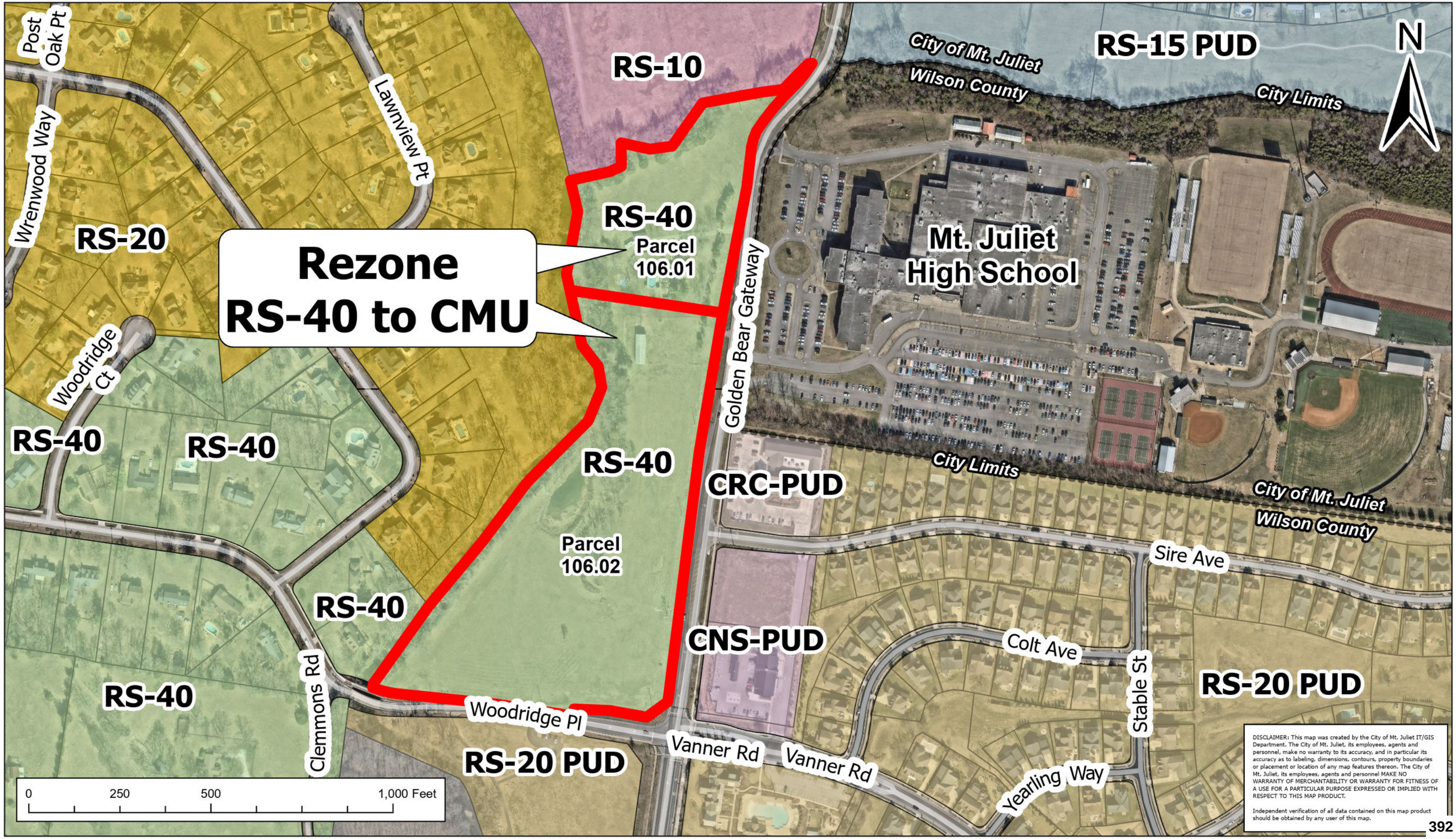
BEING a parcel of land located in the first civil district of Mount Juliet, Wilson County, Tennessee on the westerly side of Curb Road (having no dedicated right-of-way or easement of record), and also being located on the easterly side of Cedar Creek and described according to survey by Bledsoe and Wamble Engineers, Registered Land Surveyor No. 1136 on June 6, 1985, with all bearings being referenced to magnetic north as follows; to wit: BEGINNING at a point in the center of Curb Road in the southeast corner of the Alvin Jackson, et ux. property of record and Deed Book 134, Page 208, R.O.W.C., Tennessee, said point also being in the westerly property line of the Richad C. Stone, et ux. property of record in Deed Book 157, Page 88, R.O.W.C., Tennessee; runs thence, along center of Neely's Bend Road and the westerly property line of the said Richard C. Stone, et ux. property as follows along a circular curve, curving to the right with a central angle of 52 degrees 32 minutes 12 seconds radius 125.40 feet tangent 61.89 feet length 114.98 chord south 38 degrees 02 minutes 33 seconds west 111.00 feet to a point; thence, south 64 degrees 18 minutes 42 seconds west 59.68 feet to a point; thence, along a circular curve, curving to the left with a central angle of 55 degrees 53 minutes 35 seconds radius 151.50 feet tangent 80.38 feet length 147.80 feet chord south 36 degrees 21 minutes 55 seconds west 142.00 feet to a point; thence, south 08 degrees 25 minutes 07 seconds west 452.75 feet to a point in a line now being established to divide parcel 106, map 54 into two portions; thence, along said line north 81 degrees 34 minutes 53 seconds west 487.43 feet to a point in the center of Cedar creek (a non-navigable stream) said point also being in the east boundary line of the Joe S. Hatfield, et ux. track of record and deed Book 285, Page 279, R.O.W.C., Tennessee; thence along said center line of Cedar Creek and Hatfield and other east property line as follows north 09 degrees 05 minutes 39 seconds east 169.52 feet to a point; thence, north 06 degrees 53 minutes 01 seconds west 116.67 feet to a point in the mouth of a small tributary to Cedar Creek and also being in the southwest corner of the aforesaid Alvin Johnson tract; thence, along center line of said small tributary and the south property line of the Alvin Johnson property as follows: thence, north 75 degrees 23 minutes 23 seconds east 164.41 feet to a point; thence, north 13 degrees 19 minutes 40 seconds west 50.48 feet to a point; thence, north 44 degrees 06 minutes 36 seconds east 32.40 feet to a point; thence, south 61 degrees 35 minutes 20 seconds east 43.25 feet to a point; thence, south 81 degrees 18 minutes 01 seconds east 52.89 feet to a point; thence, north 79 degrees 23 minutes 18 seconds east 29.62 feet to a point; thence, north 61 degrees 27 minutes 29 seconds east 19.80 feet to a point; thence, north 37 degrees 1l minutes 45 seconds east 96.07 feet to a point; thence, north 33 degrees 58 minutes 50 seconds east 28.69 feet to a point; thence, north 68 degrees 01 minutes 25 seconds east 49.20 feet to a point; thence, north 82 degrees 16 minutes 03 seconds east 157.08 feet to a point; thence, north 74 degrees 11 minutes 45 seconds east 26.00 feet to a point; thence, north 45 degrees 09 minutes 09 seconds east 11.63 feet to a point; thence, north 41 degrees 45 minutes 09 seconds east 84.24 feet to a point; thence, north 62 degrees 32 minutes 26 seconds east 10.44 feet to a point; thence, north 87 degrees 53 minutes 47 seconds east 9.36 feet to a point; thence, south 87 degrees 21 minutes 02 seconds east 51.88 feet to the point of beginning;

Containing 234, 585 square feet or 5.39 acres.

Exhibit B
Rezone

1888 Golden Bear Gateway

Map 054, Parcel 106.01 & 106.02



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.

Staff Report

7/16/2026 – Regional Planning Commission

Project Name:
Karen Baker Property

Address:
1888 Golden Bear Gateway

Legal Description:
Map(s) – 054
Parcel(s) – 106.01 & 106.02

Commissioner District:
1 - Art Giles

Applicant:
Karen Baker, owner

Property Owner:
Karen Baker

Request:
Rezone

Current Zoning:
RS-40

Requested Zoning:
CMU

Current Land Use:
Commercial Mixed Use

Requested Land Use:
N/A

Attachments:
Exhibit

Staff:
Jon Baughman, City Planner
Jill Johnson, Planner I

Request: The property owner requests a rezone approval for two parcels located at 1888 Golden Bear Gateway.

Description/History: The property, located at 1888 Golden Bear Gateway, was annexed along with several other parcels in 2011 (ordinance 2011-74) when Curd Road was widened. At that time, no rezone was requested and the properties were given the default RS-40 zoning. The applicant is requesting to rezone the property to CMU, commercial mixed use, which is consistent with the future land use plan. The request does not apply to the Parks and Greenway land use designation found along the creek. The reason for the rezone is for marketability of the property.

Land Use Plan & Zoning: Existing zoning on both parcels is RS-40. The land use plan identifies both parcels as commercial mixed use and parks & greenways along the stream on the western side of the parcels. The request for CMU zoning is consistent with the land use plan designation of commercial mixed use. The rezone will not apply to the areas of the parcels identified on the land use plan as parks & greenways.

Summary: The rezone request is from RS-40, low density single family residential, to CMU, commercial mixed use, which is supported by the City's future land use plan. The rezone shall only apply to the areas with a commercial mixed use land use designation.

Recommendation: Staff recommends positive recommendation to the Board of Commissioners for the Rezone. Please include the following conditions:

Conditions (by Department):

Fire Department:

1. No comments received.

Planning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with the CMU, commercial mixed use zoning district, Article VI of the zoning ordinance.

Engineering:

1. No comments received.

WWUD:

1. No comments received.

Wilson County Schools:

1. No comments received.

File #: 1814 **Agenda Date:** 7/27/2026 **Agenda #:** 10.B.

Title:

AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION: “SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?”

ORDINANCE 2026 –

AN ORDINANCE TO SUBMIT TO THE VOTERS OF THE CITY OF MT. JULIET THE QUESTION: "SHALL THIS MUNICIPALITY REPEAL THE ADOPTION OF HOME RULE?"

WHEREAS, the City of Mt. Juliet, Tennessee was incorporated in 1972 under the Uniform City Manager-Commission Charter, as was provided in Title 6 of the Tennessee Code Annotated; and

WHEREAS, during the November 2006 general election, the City of Mt. Juliet placed the question to the residents of Mt. Juliet whether to adopt home rule, and the referendum passed; and

WHEREAS, the voters of the city subsequently approved two amendments to the City's Home Rule Charter in 2010 and 2012; and

WHEREAS, the City of Mt. Juliet Board of Commissioners now desires to repeal the adoption of home rule; and

WHEREAS, Article XI, Section 9 of the Constitution of the State of Tennessee states, "Any municipality may by ordinance submit to its qualified voters in a general or special election the question: 'Shall this municipality adopt home rule?'", and such municipality may "repeal [home rule] by the same procedure"; and

WHEREAS, to take the necessary actions to repeal home rule, the City of Mt. Juliet is acting pursuant to Tennessee Attorney General Opinion number 98-106; and

WHEREAS, under home rule, the City of Mt. Juliet cannot request the Tennessee General Assembly to pass private acts for the City's benefit; however, by repealing home rule, the Tennessee General Assembly can pass private acts for the City of Mt. Juliet, and such private acts could grant the City of Mt. Juliet more opportunities to mitigate the impact of new development and increase revenue; and

WHEREAS, by repealing home rule, the City of Mt. Juliet would cease operating as a home rule municipality and would instead operate under a general law, city manager-commission charter as set forth in Tennessee Code Annotated, Title 6, Chapters 18 through 22, as amended, while retaining the two charter provisions approved by the voters in a referendum in 2010 and 2012; and

WHEREAS, the attached Exhibit A is a sample of how the charter would read if the citizens of Mt. Juliet vote to repeal home rule; and

WHEREAS, the repeal of home rule would take effect on January 4, 2027; and

WHEREAS, public hearings before the Board of Commissioners of the City of Mt. Juliet were held on July 27 and August 10, 2026, and notice thereof published in the Chronicle of Mt. Juliet for two consecutive weeks on July 22 and July 29, 2026; and

WHEREAS, the City of Mt. Juliet will also conduct public informational meetings prior to the referendum for citizens to attend regarding the repeal of home rule.

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 for the City of Mt. Juliet hereby requests that the Wilson County Election Commission place on the ballot for the qualified voters of the City of Mt. Juliet, at the general election in November 2026, the following question:

"Shall this municipality repeal the adoption of home rule?"

Section 2. The City of Mt. Juliet shall provide public education on the potential charter change through no less than five very well-publicized meetings prior to November 2026. The City Manager will schedule and organize the dates, times, and places of the five community information meetings concerning the "home rule" ballot question, using several different community meeting rooms.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof and the whole or 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, 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, 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 Manager-Commission Charter*

SAMPLE

* The City of Mt. Juliet, Tennessee, was incorporated in 1972 under the Uniform City Manager-Commission Charter, as was provided in Title 6 of the Tennessee Code Annotated. In 2006, the voters of the City elected to adopt home rule. The voters subsequently approved amendments to the City's Home Rule Charter in 2010 and 2012. On November 3, 2026, the voters elected to repeal home rule, thereby reestablishing the City's governance under the general law City Manager-Commission Charter set forth in Tennessee Code Annotated, Title 6, Chapters 18 through 22, as amended, while retaining the charter provisions approved by the voters in 2010 and 2012.

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CHAPTER 18. CITY MANAGER-COMMISSION CHARTER – ADOPTION OR SURRENDER

6-18-101. Definitions.

(a)

(1) "City," in chapters 18-22 of this title, refers to any city that may adopt these chapters, and "county" refers to the county in which any such city is located; and

(2) "This charter" refers to chapters 18-22 of this title.

(b) Whenever the "county election commission" is referred to in chapters 18-22 of this title, it means the county election commission of the county in which the territory proposed to be incorporated or the municipality is situated. If the territory proposed to be incorporated or the municipality includes parts of two (2) or more counties, it means the county election commission in each of such counties and they shall act jointly in performing the functions required of county election commissions in chapters 18-22 of this title.

6-18-102. Construction of chapters 18-22.

In the construction of any portion of chapters 18-22 of this title whose meaning or application is in dispute, it is intended that its phraseology shall be liberally construed to effect the substantial objects of these chapters.

6-18-103. Right to adopt city manager form — Incorporation within specified distances from existing cities.

(a)

(1) The residents of any incorporated municipality or of any territory that it is desired to incorporate shall have the right to adopt chapters 18-22 of this title in the manner provided in this charter; and thereupon such city or territory shall be and become incorporated and be governed as set forth in this charter. No unincorporated territory shall be incorporated under chapters 18-22 of this title unless such territory contains not less than one thousand five hundred (1,500) persons, who shall be actual residents of the territory, and shall also contain real estate included in the territory worth not less than five thousand dollars ($5,000).

(2) No unincorporated territory shall be allowed to hold a referendum on the question of whether or not to incorporate under this charter until a plan of services is documented, setting forth the identification and projected timing of municipal services proposed to be provided and the revenue from purely local sources to be payable annually. The plan of

SAMPLE

services shall be attached to the petition to incorporate when such petition is filed with the county election commission. The plan of services shall include, but not be limited to, police protection, fire protection, water service, sanitary sewage system, solid waste disposal, road and street construction and repair, recreational facilities, a proposed five-year operational budget, including projected revenues and expenditures, and the revenue from purely local sources to be payable annually. Municipalities that are first incorporated on or after July 1, 1993, and that produce no local own-source revenues in any fiscal year, shall not receive any state-shared revenues during the next fiscal year.

(3) Prior to filing the petition with the county election commission, a public hearing on the referendum on the question of whether or not to incorporate under this charter and plan of services shall be conducted. The public hearing shall be advertised in a newspaper of general circulation for two (2) consecutive weeks.

(b) No unincorporated territory shall be incorporated within three (3) miles of an existing municipality or within five (5) miles of an existing municipality of one hundred thousand (100,000) or more in population, according to the latest census certified by the department of economic and community development. "Existing municipality" and "existing municipality of one hundred thousand (100,000) or more in population" do not include any county with a metropolitan form of government with a population of one hundred thousand (100,000) or more, according to the 1990 federal census or any subsequent federal census certified by the department of economic and community development.

(c) Notwithstanding subsection (a) or (b) to the contrary, a territory may be incorporated if the following conditions are fulfilled:

(1) The territory contains two hundred twenty-five (225) residents or more;

(2) The territory is composed of property that is one thousand six hundred feet (1,600′) or more above sea level on the western border of the territory and contiguous with a county boundary on the eastern border of the territory;

(3) The territory is located within an area that is bordered on the west, north and east by the Tennessee River and on the south by the border between Tennessee and another state; and

(4) The territory is located within a metropolitan statistical area.

(d) Notwithstanding subsections (a)-(c) to the contrary, a territory may be incorporated that meets the following conditions:

(1) The territory contains three hundred (300) residents or more;

SAMPLE

(2) The territory's western boundary is contiguous with the western boundary of the county in which it is located;

(3) The territory is located within an area that is bordered on the north by the Loosahatchie River and on the south by the Wolf River;

(4) The territory's eastern boundary is approximately parallel with the western boundary, but in no place is more than eight (8) miles from the western boundary; and

(5) The territory is located within a metropolitan statistical area.

(e) Notwithstanding the requirements of § 6-18-104, or any other provision of law to the contrary, the petition for incorporation of the territory described in subsection (d) may consist of a letter from a resident of the territory desiring to incorporate to the county election commission requesting that the question of incorporating the territory be placed on the ballot. The letter shall describe the exact boundaries of the proposed municipality, indicate the name of the proposed municipality, and indicate under which charter the territory desires to incorporate. The letter shall be treated as a petition meeting all the requirements of law.

(f)

(1) Notwithstanding any provision of law to the contrary, whenever the governing body of any existing city affected by this section, by a resolution adopted by a majority vote of its governing body, indicates that it has no interest in annexing the property to be incorporated, and when a certified copy of such resolution and a petition requesting that an incorporation election be held are filed with the county election commission, then the proceedings shall continue as provided in this chapter as though the proposed new incorporation was not within the specified distance of such existing city as provided in this section.

(2) Subdivision (f)(1) shall only apply in counties having a population of not less than eighty thousand (80,000) nor more than eighty-three thousand (83,000), according to the 1990 federal census or any subsequent federal census; provided, that in any adjoining county an existing municipality that is within the specified distance may also use the procedure authorized by subdivision (f)(1).

6-18-104. Election to adopt city manager form.

(a) An election for the purpose of determining whether or not chapters 18-22 of this title shall become effective for any city shall be included on the ballot at the next election, as defined in § 2-1-104, by the county election commission upon the petition in writing of thirty-three and one-third percent (33 ⅓%) of the registered voters of the city or territory, which petition shall state therein in a sufficient manner the boundaries of the proposed municipal corporation,

SAMPLE

which may be done by a general reference to the boundaries then existing if there is one. Petitioners shall attach a list of the names of all persons who at the time of making the list would be qualified voters in the proposed territory. The county election commission shall, in addition to all other notices required by law, publish one (1) notice of the election in a newspaper of general circulation within the territory of the city or of the proposed city and post the notice in at least ten (10) places in the territory.

(b) At any time not less than thirty (30) days prior to the election provided for in this section, the request or petition may be withdrawn or may be amended to call for a smaller territory for the proposed municipal corporation so long as all of the proposed smaller territory is contained within the boundaries of the territory described in the first petition or request. The withdrawal or amendment shall be valid if filed with the county election commission in writing and executed by twenty percent (20%) of the number of the registered voters voting at the last election within the boundaries of the territory described in the original request or petition, and if signed by not less than fifty-one percent (51%) of those who signed the original request or petition. In the event such an amended request or petition is filed, all provisions relating to time periods in § 6-18-103 shall be controlled by the date of the filing of the original petition, notwithstanding the filing of the amended request or petition, and the county election commission shall publish the notice of election as provided for in this section. A petition for request to withdraw, when filed with and validated by the county election commission, shall render the original request or petition null and void.

(c) Following the defeat of an incorporation in an election held pursuant to this section, no new request for petition for an election may be filed until after the expiration of four (4) years. If the territory included in the boundaries of the newly proposed municipal corporation includes less than fifty percent (50%) of the territory subject to incorporation in such previous election, and if the territory subject to incorporation in such election comprises less than fifty percent (50%) of the territory included in the boundaries of the newly proposed municipal corporation, the four-year waiting period shall not be required.

(d)

(1) If a proposal to incorporate a territory is defeated in an election held pursuant to this section by a number of negative votes comprising more than sixty percent (60%) of the persons voting, no further incorporation election shall be held for a period of four (4) years from the previous election unless the conditions established in subsection (c) are met.

(2) If a proposal to incorporate a territory is defeated in an election held pursuant to this section by a number of negative votes comprising less than sixty percent (60%) of the persons voting, no further incorporation

SAMPLE

election shall be held for a period of two (2) years from the previous election unless the conditions established in subsection (c) are met.

6-18-105. Registration of voters — Qualifications to vote — Certification of result.

(a) The county election commission shall use such methods authorized by title 2 as it judges necessary to facilitate registration before the election.

(b) All registered voters of the city or of the territory of the proposed city are eligible to vote in the election.

(c) The county election commission shall determine and declare the results of the election and shall certify the results within forty-eight (48) hours after it completes its duties under § 2-8-105(3). It shall publish the certificate in a newspaper of general circulation in the city or territory and, if the city is already incorporated, shall file the certificate with the city council or other legislative body of the city at its first meeting after the certification. The certificate shall be entered at large on the minutes of the body with which it is filed.

6-18-106. Effect of favorable vote.

(a) If it is found, as provided in § 6-18-105, that the majority of the votes cast are in favor of the adoption of chapters 18-22 of this title, it shall be deemed to have been adopted.

(b) Except for the provisions of chapters 18-22 of this title that are adopted by reference in other municipal charters, chapters 18-22 of this title apply only to those cities that have adopted chapters 18-22 of this title by referendum as authorized by law.

6-18-107. Succession to old corporation.

(a) Chapters 18-22 of this title shall take effect in any city immediately after the election and organization of the first board of commissioners provided for in this charter, and thereupon any then existing charter of such city shall immediately become abrogated and null. The right, title and ownership of all property of the city and all of its uncollected taxes, dues, claims, judgments, and choses in action, and all of its rights of every kind whatsoever, shall immediately become vested in the corporation so chartered under chapters 18-22 of this title. The new corporation shall answer and be liable for all debts, contracts, and obligations of the corporation that it succeeds in the same manner and proportion and to the same extent as the former corporation was liable under existing laws. All ordinances, laws, resolutions, and bylaws duly enacted and in force under the preexisting charter and not inconsistent with chapters 18-22 of this title shall remain in full force until repealed, modified, or amended as provided in this charter.

SAMPLE

(b) The zoning ordinance duly enacted and in force in any county shall apply to any unincorporated territory in the county incorporated under chapters 18-22 of this title until such incorporated city shall duly enact zoning ordinances, or for a period of six (6) months from the date the first board of commissioners shall take their respective offices, whichever occurs first.

6-18-108. Surrender of charter.

(a) After the adoption of this charter and the election of the commissioners, a majority of whom are elected for a four-year period as provided in subsection (b), no election for the surrender of this charter shall be called or held for a period of four (4) years from the date the first board of commissioners shall take their respective offices.

(b) After the expiration of the four-year period, and upon the filing of a petition in the same manner as provided for the adoption of chapters 18-22 of this title containing the signatures of the same number of registered voters and praying for a surrender of such charter, an election shall be held to determine whether or not the same shall be surrendered; provided, that in case of a failure to surrender such charter, the election shall not be held more frequently than at two-year intervals thereafter. For a four-year period after the first board of commissioners shall take office, the cost of calling and holding such an election shall be borne by those petitioning therefor if such election does not result in a surrender of this form of charter. Should such election, however, result in a surrender, the cost of such election shall be borne by the city and following the expiration of such four-year period the cost of such election shall be borne by the city.

6-18-109. Conduct of surrender election — Qualifications to vote.

The county election commission has the same duties with respect to an election for the surrender of a charter as it has with respect to an election to adopt a charter under this title. Any registered voter of the city may vote in the election.

6-18-110. Termination of charter — New charter.

(a) If a majority of the votes cast in the election provided for in this charter shall favor the termination of such form of government, such charter shall terminate at one (1) minute past midnight (12:01 a.m.) on the sixtieth day following the date of such election unless it falls upon a Sunday, in which case it shall terminate at one (1) minute past midnight (12:01 a.m.) on the next day. If previous to the adoption of this form of charter such city or town functions under a different charter, then upon termination of this charter such prior charter shall become effective at the time mentioned in this subsection (a), and territory previously unincorporated shall revert to that status.

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(b) If by law in the case of unincorporated territory another charter may be adopted by vote of the electors, the question as to whether or not such other form of charter shall be adopted may be placed upon the ballot to be used in the election mentioned in this section, if the petition filed requests the same, and if all other necessary legal steps to adopt such other form of charter have been taken prior to the election.

6-18-111. Election of new officers after surrender of charter — Filing deadline — Qualifications to vote.

(a) In case there is a previously incorporated city or if a new charter is adopted as provided in § 6-18-110, the county election commission shall call an election not less than forty (40) days nor more than fifty (50) days following the election for surrender of the charters provided in § 6-18-108, at which time municipal officials for the newly adopted form of government shall be chosen who shall take office upon the date fixed for the termination of the previous charter.

(b) The qualifying deadline for filing nominating petitions shall be twelve o' clock (12:00) noon of the sixth Thursday before the election.

(c) All registered voters of the municipality may vote in the election.

6-18-112. Succession to assets, liabilities and obligations after surrender of charter.

In case of a reversion to a former form of charter or adoption of a new one simultaneously with the surrender of the old, all assets, liabilities and obligations of such city shall become assets, liabilities and obligations of the new municipality, and in the event that a city shall revert to an unincorporated status, the governing body of such city thereupon shall become trustees of the property and funds of such former city and, under such bonds as may be required by the county legislative body, shall proceed to terminate the affairs of the city and dispose of its property.

6-18-113. Liquidation of affairs.

Should the property and funds be more than sufficient to meet the city's obligations, the surplus shall be paid into the treasury of the county to become a part of its general fund. Should the property and funds be insufficient to meet all the city's current obligations, the county legislative body is hereby authorized to levy and collect taxes upon the property within the boundaries of the former city and to pay same over to the trustees for the purpose of meeting such current deficit. The trustees shall terminate the affairs of the city as soon as possible, but in no event shall the trusteeship continue for more than thirty-six (36) months. Any matters, including obligations maturing after thirty-six (36) months, not disposed of within the period designated in this section shall become the responsibility of the county legislative body of the county wherein the city was located.

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6-18-115. Situs county of new municipality to continue receiving tax revenues until July 1 — Exception — Notice to department of revenue of incorporation.

(a) Notwithstanding any other law to the contrary, whenever a new municipality incorporates under any form of charter, the county or counties in which the new municipality is located shall continue to receive the revenue from all state and local taxes distributed on the basis of situs of collection, generated within the newly incorporated area, until July 1 following the incorporation, unless the incorporation takes effect on July 1.

(b) If the incorporation takes effect on July 1, then the municipality shall begin receiving revenue from such taxes generated within its corporate boundaries for the period beginning July 1.

(c) Whenever a municipality incorporates, the municipality shall notify the department of revenue of such incorporation prior to the incorporation becoming effective, for the purpose of tax administration.

(d) Such taxes shall include the local sales tax authorized in § 67-6-103, the income tax on dividends authorized in § 67-2-102, and all other such taxes distributed to counties and municipalities based on the situs of their collection.

CHAPTER 19. POWERS UNDER CITY MANAGER-COMMISSION CHARTER

6-19-101. General powers.

(a) Every city incorporated under chapters 18-22 of this title may:

(1) Assess, levy and collect taxes for all general and special purposes on all subjects or objects of taxation, and privileges taxable by law for municipal purposes;

(2) Adopt such classifications of the subjects and objects of taxation as may not be contrary to law;

(3) Make special assessments for local improvements;

(4) Contract and be contracted with;

(5) Incur debts by borrowing money or otherwise, and give any appropriate evidence thereof, in the manner provided in this section;

(6) Issue and give, sell, pledge, or in any manner dispose of, negotiable or nonnegotiable interest-bearing or noninterest-bearing bonds, warrants, promissory notes or orders of the city, upon the credit of the city or solely upon the credit of specific property owned by the city, or solely upon the credit of income derived from any property used in connection with any public utility owned or operated by the city, or solely

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upon the credit of the proceeds of special assessments for local improvements, or upon any two (2) or more such credits;

(7) Expend the money of the city for all lawful purposes;

(8) Acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge, or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the city or state;

(9) Condemn property, real or personal or any easement, interest, or estate or use therein, either within or without the city, for present or future public use; such condemnation to be made and effected in accordance with the terms and provisions of title 29, chapter 16, or in such other manner as may be provided by general law;

(10) Take and hold property within or without the city or state upon trust; and administer trusts for the public benefit;

(11) Acquire, construct, own, operate and maintain, or sell, lease, mortgage, pledge, or otherwise dispose of public utilities or any estate or interest therein, or any other utility that is of service to the city, its inhabitants, or any part of the city;

(12) Grant to any person, firm, association, or corporation franchises for public utilities and public services to be furnished the city and those in the city. Such power to grant franchises shall embrace the power hereby expressly conferred, to grant exclusive franchises. When an exclusive franchise is granted, it shall be exclusive not only as against any other person, firm, association, or corporation, but also as against the city itself. Franchises may be granted for the period of twenty-five (25) years or less, but not longer, except as provided in § 65-4-107(b). The board of commissioners may prescribe in each grant of a franchise, the rates, fares, charges, and regulations that may be made by the grantee of the franchise. Franchises may by their terms apply to the territory within the corporate limits of the city at the date of the franchises, and as the corporate limits thereafter may be enlarged; and to the then existing streets, alleys, and other thoroughfares that may be opened after the grant of the franchise;

(13) Make contracts with any person, firm, association or corporation, for public utilities and public services to be furnished the city and those in the city. Such power to make contracts shall embrace the power, expressly conferred, to make exclusive contracts. When an exclusive contract is entered into, it shall be exclusive not only against any other person, firm, association or corporation, but also as against the city itself. Such contracts may be entered into for the period of twenty-five (25) years or less, but not longer. The board of commissioners may prescribe in each such contract entered into, the rates, fares, charges,

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and regulations that may be made by the person, firm, association, or corporation with whom the contract is made. Such contracts may by their terms apply to the territory within the corporate limits of the city at the date of the contract, and as the corporate limits thereafter may be enlarged; and to the then existing streets, alleys and thoroughfares and to any other streets, alleys and other thoroughfares that may be opened after the grant of the contract;

(14) Prescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities and compel, from time to time, reasonable extensions of facilities for such services, but nothing in this subdivision (14) shall be construed to permit the alteration or impairment of any of the terms or provisions of any exclusive franchise granted or of any exclusive contract entered into under subdivisions (12) and (13);

(15) Establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle, and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds, and squares, wharves, bridges, viaducts, subways, tunnels, sewers and drains within or without the corporate limits and regulate the use thereof within the corporate limits, and property may be taken and appropriated therefor under §§ 7-31-107 — 7-31-111 and 29-16-203, or in such other manner as may be provided by general laws;

(16) Construct, improve, reconstruct and reimprove by opening, extending, widening, grading, curbing, guttering, paving, graveling, macadamizing, draining, or otherwise improving any streets, highways, avenues, alleys or other public places within the corporate limits, and assess a portion of the cost of such improvements upon the property abutting upon or adjacent to such streets, highways or alleys as provided by title 7, chapters 32 and 33;

(17) Assess against abutting property within the corporate limits the cost of planting shade trees, removing from sidewalks all accumulations of snow, ice, and earth, cutting and removing obnoxious weeds and rubbish, street lighting, street sweeping, street sprinkling, street flushing and street oiling, the cleaning and rendering sanitary or removal, abolishing, and prohibiting of closets and privies, in such manner as may be provided by general law or by ordinance of the board of commissioners;

(18) Acquire, purchase, provide for, construct, regulate, and maintain and do all things relating to all marketplaces, public buildings, bridges, sewers and other structures, works and improvements;

(19) Collect and dispose of drainage, sewage, ashes, garbage, refuse or other waste, or license and regulate such collection and disposal, and the cost of such collection, regulation or disposal may be funded by taxation or special assessment to the property owner;

(20) License and regulate all persons, firms, corporations, companies and associations engaged in any business, occupation, calling, profession, or trade not forbidden by law;

(21) Impose a license tax upon any animal, thing, business, vocation, pursuit, privilege, or calling not prohibited by law;

(22) Define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, business, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience, or welfare of the inhabitants of the city, and to exercise general police powers;

(23) Prescribe limits within which business occupations and practices liable to be nuisances or detrimental to the health, morals, security or general welfare of the people may lawfully be established, conducted or maintained;

(24) Inspect, test, measure and weigh any article for consumption or use within the city, and charge reasonable fees therefor, and to provide standards of weights, tests and measures in such manner as may be provided pursuant to title 47, chapter 26, part 9;

(25) Establish, regulate, license and inspect weights and measures in accordance with subdivision (24);

(26) Regulate the location, bulk, occupancy, area, lot, location, height, construction and materials of all buildings and structures in accordance with general law, and to inspect all buildings, lands and places as to their condition for health, cleanliness and safety, and when necessary, prevent the use thereof and require any alteration or changes necessary to make them healthful, clean or safe;

(27) Provide and maintain charitable, educational, recreative, curative, corrective, detentive, or penal institutions, departments, functions, facilities, instrumentalities, conveniences and services;

(28) Purchase or construct, maintain and establish a correctional facility for the confinement and detention of persons who violate laws within the corporate limits of the city, or to contract with the county to keep these persons in the correctional facility of the county and to enforce the

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payment of fines and costs in accordance with §§ 40-24-104 and 40-24-105 or through contempt proceedings in accordance with general law;

(29) Enforce any ordinance, rule or regulation by fines, forfeitures and penalties, and by other actions or proceedings in any court of competent jurisdiction;

(30) Establish schools, to the extent authorized pursuant to general law, determine the necessary boards, officers and teachers required therefor, and fix their compensation, purchase or otherwise acquire land for schoolhouses, playgrounds and other purposes connected with the schools; purchase or erect all necessary buildings and do all other acts necessary to establish, maintain and operate a complete educational system within the city;

(31) Regulate, tax, license or suppress the keeping or going at large of animals within the city, impound the same and, in default of redemption, to sell or kill the same;

(32) Call elections as provided in this charter;

(33) Contract with a private entity for the development, construction, management, or operation of an indoor or outdoor sports facility under terms acceptable to the city, including, but not limited to, terms for the division between the city and a private entity of operating revenues or losses, for the lease or sale of all or part of the facility, for the payment of management fees, or for such other terms the city determines to be in the best interests of the city and its residents. A city contracting pursuant to this subdivision (a)(33) must have, on April 24, 2025, a bond rating of AAA issued by a nationally recognized statistical rating organization as identified by the United States securities and exchange commission; and

(34) Have and exercise all powers that now or hereafter it would be competent for this charter specifically to enumerate, as fully and completely as though such powers were specifically enumerated in this section.

(b)

(1) In addition to the general powers provided in subsection (a), any city incorporated under chapters 18-22 of this title may, upon the adoption of an ordinance by a two-thirds (⅔) vote of the board of commissioners, impose a fee for the specific purpose of raising revenue to fund the construction and maintenance of a municipal fire station and fire department and for no other purpose.

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(2) Any city establishing a fee under this subsection (b) shall provide in the ordinance a system for the collection and enforcement of fees authorized and imposed pursuant to this subsection (b).

(3) The amount of the fee shall initially be set by the city in the ordinance imposing the fee. The ordinance may provide for a means of increasing and decreasing the fee as determined by the board of commissioners. After the construction of the fire station for which the fee is initially imposed, the city shall reduce the fee to reflect only the cost of maintenance of the fire station or operation of the municipal fire department unless additional fire stations are needed.

(4) If a city imposing a fee under this subsection (b) is in a county that imposes a fire fee:

(A) The fees established under this subsection (b) shall not be set in excess of the rates imposed by the county at the time the city adopts the ordinance pursuant to subdivision (b)(1); and

(B) The county shall not collect the fire fee from residents after the date the city adopts the ordinance pursuant to subdivision (b)(1).

6-19-102. Enumeration of powers not exclusive.

The enumeration of particular powers in this charter is not exclusive of others, nor restrictive of general words or phrases granting powers, nor shall a grant or failure to grant power in this chapter impair a power granted in any other part of this charter, and whether powers, objects, or purposes are expressed, conjunctively or disjunctively, they shall be construed so as to permit the city to exercise freely any one (1) or more such powers as to any one (1) or more such objects for any one (1) or more such purposes.

6-19-103. School systems.

Such town may establish, erect, and maintain public schools, and may assess and levy taxes for such purpose.

6-19-104. Purchasing and contract procedures.

(a) The city manager shall be responsible for all city purchasing, but the city manager may delegate the duty to make purchases to any subordinate appointed by the city manager.

(b) Competitive prices for all purchases and public improvements shall be obtained whenever practicable and in accordance with regulations established by ordinance, and the purchase made from or the contract awarded to the lowest and best bidder; provided, that the city may reject any and all bids.

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(c) Formal sealed bids shall be obtained in all transactions involving the expenditure of an amount to be set by ordinance. The amount set shall be equal to or greater than the amount set in chapter 56, part 3 of this title, but may not be greater than twenty-five thousand dollars ($25,000). The transaction shall be evidenced by written contract when necessary. In cases where the board indicates by unanimous resolution of those present at the meeting, based upon the written recommendation of the manager, that it is clearly to the advantage of the city not to contract with competitive bidding, it may authorize noncompetitive contracts.

(d) The city manager may reject all bids and authorize the making of public improvements or accomplishment of any other city work by any city department.

(e) Purchasing and contract procedures not prescribed by this charter or other law may be established by ordinance.

(f) The board of commissioners may by ordinance delegate to the city manager the authority to enter into binding contracts on behalf of the city, without specific board approval, in routine matters and matters having insubstantial long-term consequences. The ordinance shall enumerate the types of matters to which the city manager's authority extends and may place other limitations on the city manager's authority under this subsection (f). As used in this subsection (f), "routine matters and matters having insubstantial longterm consequences" means any contract for which expenditures during the fiscal year will be less than twenty-five thousand dollars ($25,000).

6-19-105. Retirement benefits.

The board of commissioners may provide for the retirement of the city's full-time nonelective officers and employees and make available to them any group, life, hospital, health, or accident insurance, either independently of, or as a supplement to, any retirement or other employee welfare benefits otherwise provided by law.

CHAPTER 20. COMMISSIONERS AND MAYOR UNDER CITY MANAGER-COMMISSION CHARTER

PART 1. ELECTION OF COMMISSIONERS.

6-20-101. Number and terms of commissioners — Election by districts.

(a) In all cities that adopt chapters 18-22 of this title, commissioners as provided for in this charter shall be elected in the manner prescribed in this chapter.

(b) If such city or territory has a population of five thousand (5,000) or more according to the last federal census, there shall be elected at the first election

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five (5) commissioners, the three (3) receiving the highest number of votes to hold office for four (4) years, and the other two (2) for two (2) years. If such city or territory has a population of less than five thousand (5,000) according to the last federal census, there shall be elected at the first election three (3) commissioners, the two (2) receiving the highest number of votes to hold office for four (4) years and the third for two (2) years. The term of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. Any such city that has a population of not less than two thousand nine hundred twenty (2,920) nor more than two thousand nine hundred twenty-two (2,922), according to the federal census of 1960 or any subsequent federal census, five (5) commissioners shall be elected as provided for cities of more than five thousand (5,000) population. The deadline for filing nominating petitions for the first commissioners is thirty-five (35) days before the incorporation election.

(c) Any city having a population of less than five thousand (5,000) shall have the option of increasing the number of commissioners to five (5) by ordinance. In the next regular city election after the adoption of such an ordinance, voters shall be entitled to vote for three (3) commissioners, or four (4) commissioners, as the case may be, and at the same election the approval of the ordinance shall also be submitted to the voters. If a majority of those voting on the ordinance shall be for approval and the number of commissioners to be elected is three (3), the two (2) receiving the highest number of votes shall hold office for four (4) years, and the third for two (2) years. If the number of commissioners to be elected is four (4), the two (2) receiving the highest number of votes shall hold office for four (4) years, and the other two (2) for two (2) years. The terms of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. If a majority of those voting on the ordinance shall not be for approval, the ordinance shall be null and void, and the results of the election shall be certified as though the election were for one (1) commissioner, or two (2) commissioners, as the case may be, and as though no ordinance had been adopted. Any city that has previously adopted an ordinance approved by the voters pursuant to this subsection (c) increasing the number of commissioners from three (3) to five (5), may, after six (6) years, adopt an ordinance to decrease the number of commissioners from five (5) to three (3) following the same procedure. If a majority of those persons voting on the ordinance shall be for approval, then the number of commissioners shall be reduced to three (3). Any such ordinance providing for a decrease in the number of commissioners shall not operate to abbreviate the term of office of any elected commissioner.

(d) An ordinance increasing the number of commissioners to five (5) may also be submitted to the voters in an election on the question that the board of commissioners directs the county election commission to hold. At such election, voters shall be entitled to vote for two (2) commissioners to serve until the next

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regular city election. If a majority of those voting on the ordinance shall be for approval, the two (2) candidates for commissioner receiving the highest number of votes shall be declared elected. At the next regular city election if the number of commissioners to be elected is four (4), the three (3) receiving the highest number of votes shall hold office for four (4) years, and the fourth for two (2) years; if the number of commissioners to be elected is three (3), they shall hold office for four (4) years. The terms of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. If a majority of those voting on the ordinance in the special election shall not be for approval, the ordinance and the election of the two (2) commissioners shall be null and void.

(e) Notwithstanding subsections (a)-(d), a city with a population of not less than six hundred (600) nor more than six hundred twenty-five (625) persons, according to the 1980 federal census or any subsequent federal census, located in a county with a population in excess of seven hundred thousand (700,000) persons, also according to the 1980 federal census or any subsequent federal census, shall elect all commissioners at one time for a four-year term so that the city may be spared the expense of conducting elections every two (2) years. In order to effectuate this provision, all commissioners to be elected at the 1983 election shall be elected to a two-year term only, to serve until the 1985 election at which time, and every four (4) years thereafter, all commissioners shall be elected to four-year terms. Subsection (e) shall have no effect unless approved by a two-thirds (⅔) vote of the governing body of any municipality to which it may apply.

(f) Cities that have adopted § 6-20-201(a)(3) to provide for popular election of the mayor shall have two (2) or four (4) commissioners as the case may be under subsection (b) or (c).

(g) Notwithstanding subsections (a)-(f), any city incorporated under or adopting this charter may, by ordinance, choose to elect the members of the board of commissioners by district. If the board chooses to elect commissioners by district, the board shall by ordinance create contiguous single-member districts equal to the number of commissioners. The districts shall be equitably apportioned according to population. The establishment of the districts and the fixing of their boundaries shall be accomplished not less than twelve (12) months prior to the regular city election at which commissioners are to be elected, and any change in district boundaries shall also be accomplished within this time limitation. The board shall, within ten (10) years from the initial establishment of districts and at least once in every ten (10) years thereafter, reapportion the districts so that the apportionment shall comply with the requirements of this section. One (1) commissioner shall be elected from each district of the city. The ordinance providing that the commissioners will be chosen by districts may provide that each district commissioner will be elected by the voters of the city at-large or by only the voters of the district. A

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person must reside in a district to run for or hold the office of commissioner from that district. The ordinance providing that commissioners will be chosen by district may also provide for transition provisions, including increasing the terms of the number of commissioners necessary so that the initial election from all districts shall take place at the same time. The ordinance may provide that all commissioners initially elected serve four-year terms or that some serve four (4) years and some serve two (2) years. If some are elected for two (2) years, their successors shall be elected for four (4) years, so that the commissioners have staggered terms. After the initial election, all commissioners shall be elected for four-year terms.

(h) Any city having a population of more than twenty thousand (20,000), according to the last federal census, shall have the option of increasing the number of commissioners to seven (7) by ordinance. Upon adoption of such an ordinance, it shall be filed with the county election commission, which shall submit approval of the ordinance to the voters of the city at the next general election or regular city election that follows the filing period required pursuant to § 2-3-204(b). If a majority of those voting on the ordinance are not for approval, the ordinance shall be null and void. If a majority of those voting on the ordinance are for approval, then at the next regular city election, voters shall be entitled to vote for four (4) commissioners, or five (5) commissioners, as the case may be, in order to provide for a total of seven (7) commissioners. If the number of commissioners to be elected is four (4), each shall hold office for four (4) years. If the number of commissioners to be elected is five (5), the three (3) receiving the highest number of votes shall hold office for four (4) years, and the other two (2) for two (2) years. The terms of all commissioners thereafter elected shall be for four (4) years, or until their successors are elected and qualified. An ordinance approved by the voters pursuant to this section may not be repealed or amended.

(i)

(1) In elections of commissioners in a city having a population of not less than five thousand seven hundred sixty (5,760) nor more than five thousand eight hundred eighty (5,880) which is located inside a county having a population of not less than eighty-nine thousand eight hundred (89,800) nor more than eighty-nine thousand nine hundred (89,900), according to the 2010 federal census or any subsequent federal census, commission positions shall be designated as Seat A, Seat B, Seat C, Seat D, or Seat E. Any candidate for the commission shall designate, upon qualifying for election, the particular designated seat that the candidate seeks. In each regular city election, all voters in the city may vote for one (1) candidate for each designated seat that is open by reason of the expiration of a commissioner's term.

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(2) Subdivision (i)(1) shall have no effect unless it is approved by a two-thirds (⅔) vote of the legislative body of any municipality to which it may apply.

(j) In any city having a population of not less than seven thousand five hundred fifty (7,550) nor more than seven thousand eight hundred (7,800) that is located inside a county having a population of not less than one hundred eighty-three thousand one hundred (183,100) nor more than one hundred eighty-three thousand two hundred (183,200), according to the 2010 federal census or any subsequent federal census, the board of commissioners shall be elected as follows:

(1) In the 2020 election, the two (2) candidates receiving the highest number of votes are elected to four-year terms, and the candidate receiving the third highest number of votes is elected to a two-year term;

(2) In the 2022 election, the two (2) candidates receiving the highest number of votes are elected to four-year terms, and the candidate for mayor receiving the highest number of votes is elected to a four-year term; and

(3) In subsequent elections, all members of the board of commissioners shall be elected to four-year terms.

6-20-102. Date of elections.

(a) The first election of commissioners in any city under chapters 18-22 of this title shall be held on the fourth Tuesday following the election at which these chapters have been adopted. The board of commissioners shall fix the date of all subsequent elections; provided, that any date so designated shall fall within ninety (90) days of the annual anniversary of the first election of the board of commissioners.

(b) In any city having a population of not less than three hundred seventy-five (375) nor more than four hundred twenty-five (425), in any county having a population of not less than twenty-eight thousand (28,000) nor more than twenty-eight thousand one hundred (28,100), all according to the 1970 federal census or any subsequent federal census, the board of commissioners shall fix the date of all subsequent elections; provided, that any date so designated shall be set at least one hundred twenty (120) days prior to the date such election is to be held. The presiding officer of the board of commissioners shall certify such election date, or any subsequent change thereto, to the secretary of state.

(c)

(1) The board of commissioners may by ordinance change the date of municipal elections to coincide with the August or November general election. The ordinance changing the election date shall provide for the extension of the terms of members of the board necessary to meet the

election date, but no term may be extended for more than two (2) years beyond its regular expiration date.

(2) Nothing in subdivision (c)(1) shall be construed to remove any incumbent from office or abridge the term of any incumbent prior to the end of the term for which an elected official was selected.

(3) If the board of commissioners changes the date of municipal elections pursuant to subdivision (c)(1), the board may at a later date change the election date back to what such date was prior to moving the election date to coincide with the August or November general election. The board may only make an election date change under this subdivision (c)(3) one (1) time. Terms of incumbent members of the board shall not be abridged to accomplish an election date change under this subsection (c); however, members elected at a date change pursuant to this subsection (c) may take office at a later date so as to not abridge terms of incumbent members. If such members take office at a later date, their term may be abridged due to such members having to take office at the later date.

(d)

(1) In addition to the authority granted by subsections (a), (b) and (c), the board of commissioners of any municipality incorporated under the general laws of this state and having a population of not less than four hundred fifty (450) nor more than four hundred sixty (460), or not less than four hundred eight-five (485) nor more than four hundred ninety-four (494), that is located in any county having a population of not less than fifty-one thousand two hundred (51,200) nor more than fifty-one thousand three hundred (51,300), all according to the 2000 federal census or any subsequent federal census, may, by an ordinance approved by an affirmative two-thirds (⅔) vote of its membership, fix the date of subsequent regular municipal elections as the date of the regular November election as defined in § 2- 1-104, by one (1) of the following alternative methods specified in the ordinance:

(A) The terms of office of the incumbent members of the board of commissioners and popularly elected mayor, if there is one, that would have expired on the date of the first regular municipal election occurring after the adoption of the ordinance shall be extended to the date of the regular state November election occurring thereafter. The terms of office of the incumbent members of the board of commissioners and popularly-elected mayor, if there is one, that would have expired on the date of the second regular municipal election occurring after the adoption of the ordinance shall be extended to the date of the regular state November election occurring thereafter; or

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(B) The terms of incumbent members of the board of commissioners, and the popularly-elected mayor, if there is one, that expire six (6) months or less before a regular state November election, shall be extended to the date of that state election. The terms of members of the board of commissioners and the popularly-elected mayor, if there is one, that expire more than six (6) months before a regular state November election shall be filled at the regular city election pertinent to those offices for terms extending to the next regular state November election.

(2) Members of the board of commissioners, and the popularly-elected mayor, if there is one, shall be elected for terms of four (4) years, except for the transitional term provided for in subdivision (d)(1)(B).

(3) Nothing in this subsection (d) shall be construed to remove any incumbent from office or abridge the term of any incumbent prior to the end of the term for which an elected official was selected.

6-20-103. Persons eligible as commissioners or as mayor.[2]

A qualified voter of the city, other than a person qualified to vote based only on nonresident ownership of real property under § 6-20-106(b), shall be eligible for election to the office of commissioner or mayor. No person may serve simultaneously as a commissioner or mayor and in an elected office within the county, state, or federal government. A person who holds an elected office within the county, state, or federal government shall resign that office prior to taking the oath of office as a commissioner or mayor, and a person who holds office as a commissioner or mayor shall resign that office prior to taking the oath of office as an elected official in the county, state, or federal government.

6-20-104. Disqualification from office.

No person shall become commissioner who has been convicted of malfeasance in office, bribery, or other corrupt practice, or crime, or of violating any of the provisions of § 6-20-108 in reference to elections. Any commissioner so convicted shall forfeit such commissioner's office.

6-20-105. Calling elections.

The board of commissioners has the power by ordinance to direct the calling by the county election commission of municipal elections, including all elections respecting bond issues.

6-20-106. Qualifications of voters.

(a) In any election of commissioners under this charter, registered voters of the city or territory may vote.

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[2] Amended by referendum in 2010 (City of Mt. Juliet Ordinance No. 2010-40).

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(b) In cities having populations of not less than one thousand three hundred fifty (1,350) nor more than one thousand three hundred seventy-five (1,375), according to the 1970 federal census or any subsequent federal census, registered voters who own real property located in any such city shall be entitled to vote in all municipal elections and municipal referenda held in such city. In cases of multiple ownership of real property, no more than two (2) owners who are registered voters shall be eligible to vote under this subsection (b). This subsection (b) shall have no effect unless it is approved by a two-thirds (⅔) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of such board and certified by such presiding officer to the secretary of state.

(c) In cities having a population of not less than four thousand five hundred fifty (4,550) nor more than four thousand six hundred eight (4,608), according to the 1980 federal census or any subsequent federal census, all registered voters who own real property located in any such city shall also be entitled to vote in all municipal elections and municipal referenda held in such city.

(d) In any city having a population of not less than one thousand nine hundred forty (1,940) nor more than two thousand (2,000), according to the 1980 federal census or any subsequent federal census, a registered voter who resides outside the boundaries of the city, but who owns at least eight thousand square feet (8,000 sq. ft.) of real property located within the boundaries of the city, shall be entitled to vote in all municipal elections and municipal referenda held in the city. In any case of multiple ownership of such real property, the nonresident voter must own at least one-half (½) interest of such property. This subsection (d) shall have no effect unless it is approved by a two-thirds (⅔) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of such board and certified by such presiding officer to the secretary of state.

(e) In municipalities having a population of not less than one thousand ten (1,010) and not more than one thousand fifteen (1,015), according to the 1990 federal census or any subsequent federal census, all registered voters who own real property located in any such municipality shall also be entitled to vote in all municipal elections and municipal referenda held in such city. In cases of multiple ownership of real property, no more than two (2) owners who are registered voters are eligible to vote under this subsection (e). This subsection (e) shall have no effect unless it is approved by a two-thirds (⅔) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of such municipality and certified by the presiding officer to the secretary of state.

(f)

(1) In any city incorporated under chapters 18-22 of this title having a population of not less than four hundred sixty (460) nor more than four

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hundred sixty-nine (469), according to the 2010 federal census or any subsequent federal census, registered voters who own real property located in any such city shall be entitled to vote in all municipal elections and municipal referenda held in such city; provided, that in cases of multiple ownership of real property, no more than two (2) owners who are registered voters shall be eligible to vote.

(2) Subdivision (f)(1) shall have no effect unless it is approved by a two-thirds (⅔) vote of the board of commissioners of any city to which it applies. Its approval or nonapproval shall be proclaimed by the presiding officer of the board and certified by the presiding officer to the secretary of state.

6-20-107. Declaration of results.

The county election commission shall determine and declare the results of the election. The requisite number of candidates receiving the highest number of votes shall be declared elected.

6-20-108. Improper solicitation of political support.

No candidate for any office nor any other person shall, directly or indirectly, give or promise any person or persons any office, employment, money, benefit, or anything of value for the purpose of influencing or obtaining political support, aid, or vote for any candidate. Any person violating this section shall be punished by fine of not more than fifty dollars ($50.00) for each offense.

6-20-109. Beginning of terms of office.

(a) The terms of all commissioners shall begin at the beginning of the first regularly scheduled meeting of the board of commissioners following the date of their election.

(b) In any city having a population of not less than seven thousand five hundred fifty (7,550) nor more than seven thousand eight hundred (7,800) that is located inside a county having a population of not less than one hundred eighty-three thousand one hundred (183,100) nor more than one hundred eighty-three thousand two hundred (183,200), according to the 2010 federal census or any subsequent federal census, the terms of all members of the board of commissioners begin at the beginning of the first regularly scheduled meeting of the board of commissioners in the month of January immediately following the date of the members' elections. The terms of the members of the board of commissioners in office on May 3, 2018, are extended until the first regularly scheduled meeting of the board of commissioners in the month of January following the election for which their seat is contested, but no term may be extended beyond four (4) years and two (2) months.

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6-20-110. Vacancies.

(a) Any vacancy on the board occurring prior to a regular city election shall be filled by the remaining members of the board until that election. At the election, the remaining unexpired term shall be filled. No member shall be appointed under this section at any time when the board already has one (1) member so appointed. In the case of any additional vacancy, the board shall by ordinance or resolution, call upon the county election commission to call a special election for the purpose of filling such additional vacancy. If a city has chosen to elect commissioners from districts, any vacancy in a district commissioner's office shall be filled by the appointment or election of a qualified person who resides in the district.

(b) If, within ninety (90) days of the occurrence of a vacancy, the vacancy has not been filled by the remaining members of the board in accordance with subsection (a), then the mayor, or, if a vacancy exists in the position of mayor, then the city manager, or, if a vacancy exists in the positions of mayor and city manager, then the city recorder, shall notify the county election commission within five (5) business days following the passage of such ninety-day (90) period. Notwithstanding the foregoing, the remaining members of the board may, by two-thirds (⅔) vote, notify the county election commission of the board's intent to fill the vacancy by special election at any time prior to the passage of the ninety-day period. The county election commission shall call a special election for the purpose of filling the vacancy; provided, however, that such special election shall be held in conjunction with the next general election or city election, if such election is scheduled to occur more than seventy-five (75) days but less than one hundred twenty (120) days from the date the county election commission is notified of the unfilled vacancy.

6-20-111. Term limits for mayor and board of commissioners.

(a) Subject to the further provisions of this section, the board of commissioners of any municipality incorporated under this charter that is located within a county that has adopted a charter form of government is authorized, upon its own initiative and upon the adoption of an ordinance by a two-thirds (2/3) vote at two (2) separate meetings, to establish term limits for the mayor and the board of commissioners of such municipality in such manner as shall be designated by the ordinance. The operation of the ordinance shall be subject to approval of the voters as required in subsection (b).

(b)

(1) Any ordinance to establish term limits for the mayor and board of commissioners of any municipality to which subsection (a) applies shall not become operative until approved in an election herein provided in the municipality. Upon the adoption of the ordinance, the mayor shall

notify the county election commission to hold an election as provided in this subsection (b).

(2) After the receipt of a certified copy of such ordinance, the county election commission shall hold an election on the question pursuant to § 2-3-204, providing options to vote "FOR" or "AGAINST" the ordinance, and a majority vote of those voting in the election shall determine whether the ordinance is to be operative.

(3) If the majority vote is for the ordinance, it shall be deemed to be operative on the date that the county election commission makes its official canvass of the election returns; provided, however, that no term limits shall apply until the election of the mayor and board of commissioners held after the ordinance is operative.

(4) If the majority vote is against the ordinance, no further elections on the question of term limits shall be held until at least four (4) years have expired from the previous election and only after the board of commissioners adopts a new ordinance for such purposes in accordance with subsection (a).

(c) Any referendum required by this section may only be submitted to the voters at a regular August election, regular November election, or regularly scheduled municipal election.

PART 2. POWERS AND DUTIES OF BOARD.

6-20-201. Election of mayor — Absence or disability of mayor.

(a)

(1) The commissioners, at the first regular meeting after each biennial election, shall elect one (1) of their number mayor for a term of two (2) years, and, thus organized, the body shall be known as the board of commissioners.

(2) In cities holding elections every four (4) years under the terms of § 6-20-101(e), the commissioners, at the first regular meeting after the quadrennial election and every two (2) years subsequent thereto, shall elect one (1) of their number mayor for a term of two (2) years, and the body so organized shall be known as the board of commissioners. This subdivision (a)(2) shall have no effect unless approved by a two-thirds (⅔) vote of the governing body of any municipality to which it may apply.

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(3)

(A) Cities holding elections every four (4) years under the terms of § 6-20-101 and having a population of not less than one thousand twenty (1,020) nor more than one thousand thirty (1,030), according to a 1987 state certified census or any subsequent federal census, shall have the option of a popular election of a mayor, to serve four (4) consecutive years, as the board of commissioners directs the county election commission to hold under § 6-20-102. Voters shall be entitled to vote for a mayor and two (2) or four (4) commissioners dependent upon those provisions of § 6-20-101 in effect for that city.

(B) Subdivision (a)(3)(A) shall have no effect unless approved by a two-thirds (⅔) vote of the governing body of any municipality to which it may apply.

(b)

(1)

(A) Rather than being elected by the board of commissioners, the mayor may be elected by popular vote if this method of electing the mayor is approved in a referendum in the city. In the referendum, the question on the ballot shall appear in substantially this form:

> Shall the mayor of this city be elected by popular vote rather than by the board of commissioners?

(B) The referendum may be called by resolution of the board of commissioners or by petition of ten percent (10%) of the registered voters of the city. The referendum shall be held by the county election commission as provided in the general election law for elections on questions, or the resolution or petition may provide that the referendum be held at the next regular city election.

(2) Once the popular election of the mayor has been approved by a majority of those voting, the board of commissioners shall designate by ordinance one (1) of the commissioner positions as that of mayor. The popular election of the mayor shall take effect at the next election for the position designated. In the mayoral election, the person receiving the most votes shall become the mayor. The term of the popularly elected mayor shall be four (4) years.

(3) In a city that has chosen to elect commissioners from districts and that also has chosen to elect the mayor by popular vote, the board of commissioners shall establish one (1) less district than the number of

SAMPLE

commissioners, and the mayor shall be elected at-large for a four-year term.

(4) The popularly elected mayor shall have the same powers and duties as a mayor chosen by the board of commissioners.

(c) During the absence or disability of the mayor, the board shall designate some properly qualified person to perform the mayor's duties.

6-20-202. Appointment of vice mayor.

At the first meeting of the board, and thereafter at the first meeting after a general city election, the board shall choose from its membership a member to act in the absence, inability, or failure to act of the mayor.

6-20-203. Duties of vice mayor.

The vice mayor shall act as mayor during any temporary absence, inability, or failure to act of the mayor, and whenever a vacancy occurs in the office of mayor, such member shall become mayor and hold office as such for the unexpired term.

6-20-204. Compensation of mayor and commissioners.

(a) The salary of the mayor shall not exceed three hundred dollars ($300) per month, and the salary of each commissioner shall not exceed two hundred fifty dollars ($250) per month; except that in cities that have a population of not less than one thousand (1,000), according to the federal census of 1970 or any subsequent federal census, the salary of the mayor shall not exceed five hundred dollars ($500) per month, and the salary of each commissioner shall not exceed four hundred fifty dollars ($450) per month. No increase in the salaries permitted by this section shall become effective unless approved by a two-thirds (⅔) vote of the board of commissioners.

(b)

(1) The salary of the mayor and commissioners shall be set by the board of commissioners. In cities with a population of less than one thousand (1,000), however, the salary of the mayor shall not exceed five hundred dollars ($500) per month, and the salary of each commissioner shall not exceed four hundred fifty dollars ($450) per month. In cities with a population of one thousand (1,000) or more, the salary of the mayor shall not exceed one thousand dollars ($1,000) per month, and the salary of each commissioner shall not exceed nine hundred fifty dollars ($950) per month. No increase in salaries of the mayor and commissioners shall be effective unless approved by a two-thirds (⅔) vote of the members to which the board of commissioners is entitled. Populations referred to in this section shall be as determined by the latest federal decennial census.

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(2) This subsection (b) shall only apply in counties having a population of not less than four hundred seventy thousand (470,000) nor more than four hundred eighty thousand (480,000), according to the 1980 federal census or any subsequent federal census.

(c)

(1) Notwithstanding the limits established in subsections (a) and (b), the salaries of the mayor and commissioners may be established annually by the board of commissioners at the time of adoption of the annual operating budget; provided, however, that such salaries shall not be increased or diminished prior to the end of the term for which such officials were elected.

(2) This subsection (c) shall become effective upon approval by a two-thirds (⅔) vote of the board of commissioners.

6-20-205. Powers of board.

The legislative and all other powers, except as otherwise provided by this charter, are delegated to and vested in the board of commissioners. The board may by ordinance or resolution not inconsistent with this charter prescribe the manner in which any powers of the city shall be exercised, provide all means necessary or proper therefor, and do all things needful within or without the city or state to protect the rights of the city.

6-20-206. Exercise of board's powers.

The board shall exercise its powers in session duly assembled, and no member or group of members thereof shall exercise or attempt to exercise the powers conferred upon the board, except through proceedings adopted at some regular or special session.

6-20-207. Regular meetings.

The board of commissioners shall by ordinance fix the time and place at which the regular meetings of the board shall be held. Until otherwise provided by ordinance, the regular meetings of the board shall be held at eight o'clock p.m. (8:00 p.m.) on the first and third Thursdays of each month.

6-20-208. Special meetings.

Whenever, in the opinion of the mayor, city manager or any two (2) commissioners the welfare of the city demands it, the mayor or the recorder shall call special meetings of the board of commissioners upon at least twelve (12) hours written notice to each commissioner, the city manager, recorder, and city attorney, served personally or left at such person's usual place of residence. Each call for a special meeting shall set forth the character of the business to

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be discussed at such meeting and no other business shall be considered at such meeting.

6-20-209. Mayor presiding.

The mayor shall preside at all meetings of the board of commissioners.

6-20-210. Quorum.

A majority of all the members of the board constitutes a quorum, but a smaller number may adjourn from day to day, and may compel the attendance of the absentees in such manner and under such penalties as the board may provide.

6-20-211. Procedural powers and duties of board — Penalties.

(a) The board may determine the rules of its proceedings, subject to this charter, and may arrest and punish by fine any member or other person guilty of disorderly or contemptuous behavior in its presence.

(b)

(1) The board has the power and may delegate it to any committee to:

(A) Subpoena witnesses, and order the production of books and papers relating to any subject within its jurisdiction;

(B) Call upon its own officers or the chief of police to execute its process; and

(C) Arrest and punish by fine or imprisonment, or both, any person refusing to obey such subpoena or order.

(2) The refusal to obey a subpoena or order of the board is a Class C misdemeanor.

(c) A violation of this section is a Class C misdemeanor, and each day's continuance in any refusal to comply with the requirements of this section is a separate offense.

(d) The board's presiding officer or the chair of any committee may administer oaths to witnesses.

(e) The board shall keep a journal of its proceedings, and the yeas and nays on all questions shall be entered thereon.

6-20-212. Board sessions public. — Emergencies.

(a) All sessions of the board shall be public.

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(b) All sessions of the board shall be subject to a change of plan in case of emergency.

6-20-213. Powers of mayor.

The mayor shall preside at all meetings of the board of commissioners and perform such other duties consistent with the mayor's office as may be imposed by it, and the mayor shall have a seat, a voice and a vote, but no veto. The mayor shall sign the journal of the board and all ordinances on their final passage, execute all deeds, bonds, and contracts made in the name of the city, and the mayor may introduce ordinances to the board of commissioners.

6-20-214. Style of ordinances.

All ordinances shall begin, "Be it ordained by the city of (here insert name) as follows:".

6-20-215. Ordinance procedure.

(a)

(1) Except as provided in subdivision (a)(2), every ordinance shall be read two (2) different days in open session before its adoption, and not less than one (1) week shall elapse between first and second readings, and any ordinance not so read shall be null and void. Any city incorporated under chapters 18-22 of this title may establish by ordinance a procedure to read only the caption of an ordinance, instead of the entire ordinance, on both readings. Copies of such ordinances shall be available during regular business hours at the office of the city recorder and during sessions in which the ordinance has its second reading.

(2) Notwithstanding subdivision (a)(1), the board of commissioners governing any city incorporated under chapters 18-22 of this title may adopt ordinances pursuant to a consent calendar if the board unanimously passes an ordinance approving the consent calendar; provided, the ordinance approving the consent calendar shall require that:

(A) Each ordinance on the consent calendar be considered on two (2) different days in open session before its adoption and that not less than one (1) week shall elapse between first and second consideration;

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(B) Copies of each ordinance adopted pursuant to the consent calendar be available during regular business hours at the office of the city recorder and during sessions in which the ordinance has its second reading;

(C) If any board member objects to an ordinance on the consent calendar or any amendment is adopted to an ordinance on the consent calendar, then the ordinance shall be removed from the consent calendar and may be adopted pursuant to subdivision (a)(1); and

(D) Copies of the consent calendar shall be published along with the agenda prior to any meeting at which the consent calendar will be considered.

(3) A city that has established a consent calendar pursuant to subdivision (a)(2) may eliminate the consent calendar by passage of an ordinance in the same manner required to create the consent calendar.

(b) An ordinance shall not take effect until fifteen (15) days after the first passage thereof, except in case of an emergency ordinance. An emergency ordinance may become effective upon the day of its final passage; provided, that it shall contain the statement that an emergency exists and shall specify the distinct facts and reasons constituting such an emergency.

(c) The unanimous vote of all members of the board present shall be required to pass an emergency ordinance.

(d) No ordinance making a grant, renewal, or extension of a franchise or other special privilege, or regulating the rate to be charged for its service by any public utility shall ever be passed as an emergency ordinance. No ordinance shall be amended, except by a new ordinance.

6-20-216. Voting by board.

In all cases under § 6-20-215, the vote shall be determined by yeas and nays, and the names of the members voting for or against an ordinance shall be entered upon the journal.

6-20-217. Recording of ordinances.

Every ordinance shall be immediately taken charge of by the recorder and by the recorder be numbered, copied in an ordinance book, filed and preserved in the recorder's office.

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6-20-218. Publication of penal ordinances — Effective date.

(a) Each ordinance of a penal nature, or the caption of each ordinance of a penal nature, shall be published after its final passage in a newspaper of general circulation in the city.

(b) No such ordinance shall take effect until the ordinance, or its caption, is published, except as otherwise provided in chapter 54, part 5 of this title.

6-20-219. Mayoral duties required by ordinance.

The mayor has the power and it is hereby made the mayor's duty to perform all acts that may be required of the mayor by any ordinance duly enacted by the board of commissioners, not in conflict with any of the provisions of this charter.

6-20-220. Removal of officers.[3]

(a)

(1) The mayor or any commissioner may be removed from office by the board of commissioners for crime or misdemeanor in office, for grave misconduct showing unfitness for public duty, or for permanent disability, by a majority vote of the other members of the board voting for such removal. The proceedings for such removal shall be upon specific charges in writing, which, with a notice stating the time and place of the hearing, shall be served on the accused or published at least three (3) times on three (3) successive days in a daily newspaper circulating in the city.

(2) The hearing shall be public and the accused shall have the right to appear and defend in person or by counsel and have process of the board to compel the attendance of witnesses in the accused's behalf. Such vote shall be determined by yeas and nays, and the names of the members voting for or against such removal shall be entered in the journal.

(3) Immediately upon the vote for removal, the term of the accused shall expire and the accused's official status, power and authority shall cease without further action.

(4) Anyone removed under this section shall have the right of appeal.

[3] Amended by referendum in 2012 (City of Mt. Juliet Ordinance No. 2012-28).

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(b)

(1) Rather than being removed by the board of commissioners, the holder of any elective office may be removed by popular vote.

(2) The holder of any elective office of Mt. Juliet, Tennessee, whether by election, succession, or appointment to fill a vacancy, is subject to removal from office at a recall election in the manner provided in the Tennessee Code Annotated § 2-5-151, with the exceptions that petitions shall be signed by at least thirty two and a half percent (32.5%) of those registered to vote in the municipality and the completed petitions shall be filed with the county election commission within sixty (60) days after final certification by the county election commission.

CHAPTER 21. CITY MANAGER, OFFICERS AND EMPLOYEES

PART 1. GENERAL PROVISIONS.

6-21-101. Appointment and removal of city manager.

(a) The board of commissioners shall appoint and fix the salary of the city manager, who shall serve at the will of the board.

(b)

(1) The city manager may not be removed within twelve (12) months from the date on which the city manager assumed the duties of the city manager, except for incompetence, malfeasance, misfeasance, or neglect of duty.

(2) In case of the city manager's removal within that period, the city manager may demand written charges and a public hearing thereon before the board prior to the date on which final removal shall take effect. The decision and action of the board on such hearing shall be final, and pending such hearing, the board may suspend the city manager from duty.

6-21-102. Subordinate officers and employees.

(a) The city manager may appoint, promote, suspend, transfer and remove any officer or employee of the city responsible to the city manager; or the city manager may, in the city manager's discretion, authorize the head of a department or office responsible to the city manager to take such actions regarding subordinates in such department or office. The city manager shall

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appoint such heads of administrative offices or organizational units as the city manager deems necessary. The city manager may combine, or personally hold, any such administrative offices established pursuant to this subsection (a) or otherwise established or may delegate parts of the duties of the city manager's office to designated subordinates.

(b) Except as otherwise provided in this charter, the compensation of all officers and employees of the city shall be fixed by the city manager within the limits of the appropriations ordinance and in accordance with a comprehensive pay plan adopted by the board of commissioners.

6-21-103. Oath of office.

Every officer, agent, and employee holding a position upon an annual salary shall, before entering upon such person's duties, take and subscribe and file with the recorder, an oath or affirmation that such person has all the qualifications named in this charter for the office or employment such person is about to assume, that such person will support the constitutions of the United States and of this state and the charter and ordinances of the city and will faithfully discharge the duties of the office or employment.

6-21-104. Surety bond.

The city manager and every officer, agent, and employee having duties embracing the receipt, disbursement, custody, or handling of money shall, before entering upon these duties, execute a fidelity bond with some surety company authorized to do business in the state, as surety, except that bonds for five hundred dollars ($500) or less may be given with personal surety, in such amount as shall be prescribed by ordinance of the board of commissioners, except where the amount is prescribed in this charter. All such bonds and sureties thereto shall be subject to the approval of the board of commissioners. The cost of making these bonds is to be paid by the city.

6-21-105. Additional bond.

If, at any time, it appears to the mayor, city manager, or recorder that the surety or sureties on any official bond are insufficient, the officer or employee shall be required to give additional bond, and if such officer or employee fails to give additional bond within twenty (20) days after being notified, the officer or employee's office shall be vacant.

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6-21-106. Political activities of officers and employees — Penalties.

(a) Neither the city manager, recorder, city judge, chief of police nor any person in the employ of the city, under any of such officers, shall take any active part in or contribute any money toward the nomination or election of any candidate for election to the board of commissioners, except to answer such questions as may be put to them and as they may desire to answer.

(b) A violation of this section shall subject the offenders to removal from office or employment, and to punishment by fine of not more than fifty dollars ($50.00) for each offense.

6-21-107. Manager as administrative head — Absence — Time devoted to office.

(a) In addition to all other powers conferred upon the city manager, the city manager shall be the administrative head of the municipal government under the direction and supervision of the board of commissioners. The city manager shall be appointed without regard to the city manager's political beliefs and need not be a resident of the city or state at the time of appointment.

(b) During the absence or disability of the city manager, the board of commissioners may designate some properly qualified person to perform the functions of the city manager.

(c) The city manager shall not be required to give the city manager's entire time to the affairs of the city, unless the city commissioners, when employing the city manager, make the employment conditional upon the city manager's devoting the city manager's entire time to the interest of the city.

6-21-108. Powers and duties of manager.

The powers and duties of the city manager are to:

(1) See that the laws and ordinances are enforced, and upon knowledge or information of any violation thereof, see that prosecutions are instituted in the city court;

(2) Except as otherwise provided in this charter, appoint, promote, demote, suspend, transfer, remove, and otherwise discipline all department heads and subordinate employees at any time, subject only to any personnel rules and regulations adopted by ordinance or resolution by the commission. Any hearings on, or appeals from, the city manager's personnel decisions provided for in the personnel rules and

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regulations shall be exclusively before the city manager or a hearing officer designated by the city manager;

(3) Supervise and control the work of the recorder, the chief of police, the city attorney, treasurer, and all other officers, and of all departments and divisions created by this charter or that hereafter may be created by the board of commissioners;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility or franchise are faithfully done, kept and performed, and, upon knowledge or information of any violation thereof, call the same to the attention of the city attorney, who is hereby required to take such steps as are necessary to enforce the same;

(5) Attend all meetings of the board, with the right to take part in the discussion, but not to vote;

(6) Recommend to the board for adoption such measures as the city manager deems necessary or expedient;

(7) Act as budget commissioner and keep the board fully advised as to the financial condition and need of the city;

(8) Act as purchasing agent for the city and purchase all material, supplies and equipment for the proper conduct of the city's business as provided in § 6-19-104;

(9) Execute contracts on behalf of the city when this authority is delegated to the city manager by ordinance; and

(10) Perform such other duties as may be prescribed by this charter or required of the city manager by resolution or ordinance of the board.

PART 2. CITY ATTORNEY.

6-21-201. Qualifications.

The city attorney shall be an attorney at law entitled to practice in the courts of the state.

6-21-202. Duties and compensation.

(a) The city attorney shall:

(1) Direct the management of all litigation in which the city is a party, including the functions of prosecuting attorney in the city courts;

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(2) Represent the city in all legal matters and proceedings in which the city is a party or interested, or in which any of its officers are officially interested;

(3) Attend any meetings of the board of commissioners when required by the board;

(4) Advise the board and committees or members thereof, the city manager, and the heads of all departments and divisions, as to all legal questions affecting the city's interest; and

(5) Approve as to form all contracts, deeds, bonds, ordinances, resolutions and other documents to be signed in the name of or made by or with the city.

(b) The city attorney shall receive a salary to be fixed by the board.

PART 3. DEPARTMENTS GENERALLY.

6-21-301. Departments of city.

That the work and affairs of the city may be classified and arranged conveniently and conducted efficiently, there are hereby established the following departments:

(1) Department of education;

(2) Department of finance;

(3) Department of public safety; and

(4) Department of public works and welfare.

6-21-302. Creation and control of departments by board.

The board of commissioners may by ordinance create new departments or combine or abolish existing departments and prescribe their duties and functions, but before doing so must receive the written recommendations of the city manager.

6-21-303. Supervision of departments by manager.

The city manager shall supervise and control all departments now or hereafter created, except as otherwise provided by this charter.

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PART 4. CITY RECORDER.

6-21-401. City recorder — Appointment.

The city manager shall appoint a city recorder, who also may be appointed to the positions of finance director or treasurer or both.

6-21-402. Recorder pro tempore.

In the event of the temporary absence or disability of the recorder, the city manager may appoint a recorder pro tempore.

6-21-403. Functions at board meeting.

It is the duty of the recorder to be present at all meetings of the board of commissioners, and to keep a full and accurate record of all business transacted by the same, to be preserved in permanent book form.

6-21-404. Custody of official records.

The recorder shall have custody of, and preserve in the recorder's office, the city seal, the public records, original rolls of ordinance, ordinance books, minutes of the board of commissioners, contracts, bonds, title deeds, certificates, and papers, all official indemnity or security bonds, except the recorder's bond, which shall be in the custody of the mayor, and all other bonds, oaths and affirmations, and all other records, papers, and documents not required by this charter or by ordinance to be deposited elsewhere, and register them by numbers, dates, and contents, and keep an accurate and modern index thereof.

6-21-405. Copies of records and ordinances.

The recorder shall provide, and when required by any officer or person certify, copies of records, papers, and documents in the recorder's office, and charge therefor, for the use of the city, such fees as may be provided by ordinance, cause copies of ordinances to be printed, as may be directed by the board of commissioners, and keep them in the recorder's office for distribution.

PART 5. CITY COURT.

6-21-501. City judges — Jurisdiction — Qualifications and compensation — Elections — Temporary replacement.

(a) There shall be a city court presided over by a city judge. The board of commissioners may appoint a city judge who shall serve at the will of the board. The city judge shall have such qualifications and receive such compensation as the board may provide by ordinance.

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(b)

(1) At the regular general election in August 1990, the candidate for city judge who receives the highest number of votes shall be elected to the position of city judge for a term of eight (8) years and shall be a licensed attorney authorized to practice in the courts of this state. The city judge shall be not less than thirty (30) years of age and shall be a resident of the county within which the city lies. The city judge shall receive such compensation as the board by ordinance may establish; provided, that such compensation shall not be altered for the term for which the city judge is elected.

(2) All fees shall be paid into the treasury of the city and are not to be considered as part of the compensation of the city judge. In the absence or disability of the city judge, a general sessions court judge of the county within which the city lies shall sit temporarily as city judge. Any vacancy in the office of city judge shall be filled by the board until the next regularly scheduled election is conducted.

(3) This subsection (b) is local in effect and shall become effective in a particular municipality upon the contingency of a two-thirds (⅔) vote of the legislative body of the municipality approving this subsection (b). Unless the municipality's charter provides otherwise, by the same vote, the legislative body of the municipality may revoke the approval of this subsection (b), and this subsection (b) shall become ineffective upon the end of the term of the city judge elected under this subsection (b).

(4)

(A) This subsection (b) only applies in counties having a population in excess of two hundred fifty thousand (250,000), according to the 1980 federal census or any subsequent federal census.

(B) This subsection (b) does not apply in any county having a population greater than seven hundred seventy thousand (770,000), according to the 1980 federal census or any subsequent census.

(C) This subsection (b) shall not apply in any county having a population of not less than four hundred seventy thousand (470,000) nor more than four hundred eighty thousand (480,000),

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according to the 1980 federal census of population or any subsequent federal census. (c) If a city judge is unable to preside over city court for any reason, then, to the extent a general sessions court judge agrees to serve temporarily as city judge, the judge shall appoint a general sessions judge of the county within which the city lies to sit in the city judge's stead. If there is not a general sessions judge available, then the city judge shall appoint an attorney, meeting the same qualifications as a general sessions judge, to sit temporarily.

(c) If a city judge is unable to preside over city court for any reason, then, to the extent a general sessions court judge agrees to serve temporarily as city judge, the judge shall appoint a general sessions judge of the county within which the city lies to sit in the city judge's stead. If there is not a general sessions judge available, then the city judge shall appoint an attorney, meeting the same qualifications as a general sessions judge, to sit temporarily.

6-21-502. Power to enforce ordinances.

(a) The city judge has the power and authority to:

(1) Impose fines, costs, and forfeitures, and punish by fine for violations of city ordinances;

(2) Preserve and enforce order in such city judge's court;

(3) Enforce the collection of all such fines, costs, and forfeitures imposed by such city judge; and

(4)

(A) In default of payment, or of good and sufficient security given for the payment of such fines, costs or forfeitures imposed by such city judge, if:

(i) The city court has concurrent jurisdiction with the general sessions court, the city judge is authorized to enter an order in accordance with § 40-24-104 which, in accordance with such section, may include imprisonment until the fine, costs or forfeitures, or any portion of it, is paid. No such imprisonment shall exceed the period of time established in § 40-24-104, for any one (1) offense or violation.

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(ii) The city court does not have concurrent jurisdiction with the general sessions court, the city judge is authorized to enter an order for contempt of court for the payment of the fine in the amount established pursuant to § 16-18-306.

(B) Fines may be paid in installments in the manner provided by ordinance or in accordance with § 40-24-104. Any court is authorized to enforce the collection of unpaid fines or forfeitures as a judgment in a civil action in any court with competent jurisdiction in accordance with § 40-24-105. The city judge may remit, with or without condition, fines and costs imposed for violation of any ordinance provision.

(b) The city judge may remit, with or without condition, fines and costs imposed for violation of any ordinance or charter provision.

6-21-503. Docket.

The city judge shall keep, or cause to be kept, a court docket or dockets embodying complete detailed records of all cases handled by the city judge.

6-21-504. Arrest warrant.

(a) Only one (1) warrant shall be issued for the same offense, the warrant to embrace all of the parties charged with the same offense.

(b) No arrest shall be made, except upon a warrant duly issued, unless the offense is committed in the presence of the officer making the arrest, or unless in a case of felony.

(c) The affidavit upon which the warrant is issued shall especially state the offense charged.

6-21-505. Appearance bond.

Whenever any person is arrested for the violation of any city ordinance in the presence of a police officer, and no warrant has been issued or served, such person may execute an appearance bond in an amount not exceeding fifty dollars ($50.00), and file same with a police desk sergeant, or may, in lieu of the execution of an appearance bond, deposit a sum not exceeding fifty dollars ($50.00), with a police desk sergeant and be given a receipt for same, and, on the appearance of such person before the city court at the time specified in the receipt, such deposit shall be returned to that person. On the failure of such person to appear at the time specified, the amount so deposited shall be

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forfeited to the municipality and such person shall not be entitled to the return of any part thereof and it shall not be necessary to issue a scire facias; provided, that within two (2) days of the imposition of the forfeiture, the city judge shall have the power to set aside the conditional judgment imposing such forfeiture when it shall be made to appear that the failure of the accused to appear and defend such accused's suit was due to no fault or negligence of the accused. After the expiration of the two (2) days, there may be a final judgment imposing a forfeiture.

6-21-506. Disposition of fines and labor.

(a) All fines imposed by the city judge for violations of city ordinances shall belong to and be paid into the treasury of the city.

(b) Any labor performed in the execution of a workhouse or prison sentence for such violation or violations shall be performed for the city under the direction of the city manager.

6-21-507. Collection of fines and cost.

(a) The city judge, in all cases heard or determined by such city judge for offenses against the corporate laws and ordinances, shall set and collect municipal court costs in accordance with § 16-18-304, shall levy and collect the litigation tax in accordance with § 16-18-305 and, in addition, shall add thereto one dollar ($1.00), as a tax on all such cases. The city judge shall certify to the chief of police for collection, all fines, costs, and forfeitures imposed by the city judge for offenses against the laws and ordinances of the city. Costs in favor of any person paid a fixed salary by the city shall belong to the city and be paid into its treasury. It is the duty of the city judge to collect and receipt for all fines imposed by the city judge, and the city judge shall render a monthly report to the board of commissioners of all costs and fines collected and of all assessed and uncollected.

(b) It is unlawful for any other person or officer to collect or receipt for such fines, costs, and recoveries, but the city judge may authorize the chief of police to collect and receipt for fines and costs.

6-21-508. Appeal from city judge's judgment.

Any person dissatisfied with the judgment of the city judge in any case or cases heard and determined by the city judge, may, within ten (10) entire days thereafter, Sundays exclusive, appeal to the next circuit court of the county, upon giving bond with good and sufficient security as approved by the city

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judge for such person's appearance or the faithful prosecution of the appeal; provided, that in prosecutions for violations of the city ordinances, the bond shall not exceed two hundred fifty dollars ($250).

PART 6. POLICE.

6-21-601. Appointment.

The city manager shall appoint a chief of police and such patrol officers and other members of the police force as may be provided by ordinance.

6-21-602. Duties.

It is the duty of the chief of police and the members of the police force to:

(1) Preserve order in the city;

(2) Protect the inhabitants and property owners therein from violence, crime, and all criminal acts;

(3) Prevent the commission of crime, violations of law and of the city ordinances; and

(4) Perform a general police duty, execute and return all processes, notices, and orders of the mayor, city manager, city attorney, and recorder, and all other processes, notices, and orders as provided in this charter or by ordinance.

6-21-603. Emergency assistance to police.

In time of riot or other emergency, the mayor or city manager shall have power to summon any number of inhabitants to assist the police force.

6-21-604. Duties in prosecution of violations.

Members of the police force, whenever necessary for the purpose of enforcing the ordinances of the city, shall procure the issuance of warrants, serve the same, and appear in the city courts as prosecutors, relieving complaining citizens insofar as practical of the burden of instituting cases involving the violation of city ordinances; but this section shall not be construed to relieve any person from the duty of appearing in court and testifying in any case.

PART 7. FIRE DEPARTMENT.

6-21-701. Appointment.

The city manager shall appoint a chief of the fire department and such other members of the department as may be provided by ordinance.

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6-21-702. Duties.

It is the duty of the chief of the fire department and the members thereof to take all proper steps for fire prevention and suppression.

6-21-703. Emergency powers.

(a) When any fire department or company recognized as duly constituted by the commissioner of commerce and insurance pursuant to § 68-102-108 is requested to respond to a fire, hazardous materials incident, natural disaster, service call, or other emergency, it may, regardless of where the emergency exists, proceed to the emergency site by the most direct route at the maximum speed consistent with safety. While responding to, operating at, or returning from such emergency, the chief of the responding fire department or company, or any member serving in capacity of fire officer-in-charge, shall also have the authority to:

(1) Control and direct the activities at the scene of the emergency;

(2) Order any person or persons to leave any building or place in the vicinity of such scene for the purpose of protecting such person or persons from injury;

(3) Blockade any public highway, street or private right-of-way temporarily while at such scene;

(4) Trespass at any time of the day or night without liability while at such scene;

(5) Enter any building or premises, including private dwellings, where a fire is in progress, or where there is reasonable cause to believe a fire is in progress, for the purpose of extinguishing the fire;

(6) Enter any building or premises, including private dwellings, near the scene of the fire for the purpose of protecting the building or premises, or for the purpose of extinguishing the fire that is in progress in another building or premises;

(7) Inspect for preplanning all buildings, structures, or other places in the chief's fire district, except the interior of a private dwelling, where any combustible material, including waste paper, rags, shavings, waste, leather, rubber, crates, boxes, barrels, rubbish, or other combustible material that is or may become dangerous as a fire menace to such buildings, structures, or other places has been allowed to accumulate, or

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where such chief or the chief's designated representative has reason to believe that such combustible material has accumulated or is likely to accumulate;

(8) Direct without liability the removal or destruction of any fence, house, motor vehicle, or other thing, if such person deems such action necessary to prevent the further spread of the fire;

(9) Request and be furnished with additional materials or special equipment at the expense of the owner of the property on which the emergency occurs, if deemed necessary to prevent the further spread of the fire or hazardous condition; and

(10) Order disengagement or discouplement of any convoy, caravan, or train of vehicles, craft, or railway cars, if deemed necessary in the interest of safety of persons or property.

(b) When any fire department or company responds to any emergency outside its fire district, however, it shall at all times be subject to the control of the fire chief or designated representative in whose district the emergency occurs.

6-21-704. Fire marshal.

The city manager may appoint a fire marshal whose duty shall be, subject to the chief of the fire department, to investigate the cause, origin, and circumstances of fires and the loss occasioned thereby, and assist in the prevention of arson.

PART 8. SCHOOLS.

6-21-801. Authority of city manager.

The city manager of any municipality incorporated under chapters 18-22 of this title has full power to manage and control the public or city schools.

6-21-802. Officers and employees.

The city manager shall appoint, prescribe the duties and powers of, and fix the salary of the director of schools of the city and appoint, fix the salaries of, and have power to remove, all other officers and all teachers, agents, and employees of the department of education.

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6-21-803. Building plans.

All plans for the erection or improvement of school buildings or other buildings used for educational purposes shall be subject to the approval of the city manager.

6-21-804. Equipment and supplies.

All materials, supplies, and equipment for educational purposes shall be purchased by the city manager.

6-21-805. State and county school funds.

In apportioning the state and county school funds of the county, the county board of education, or other apportioning and disbursing body, shall apportion and pay over to the treasurer of the city such portion of the state and county school funds as by law is applicable to the schools within the limits of the city.

6-21-806. Disbursements from school fund.

The board of commissioners shall provide by ordinance for the manner in which the state, county, and city taxes apportioned to the school fund shall be paid over by the city treasurer.

6-21-807. Board of education — Election — Powers.

(a) Sections 6-21-801and 6-21-802 notwithstanding, the board of commissioners, by ordinance, may delegate the power to manage and control the city public schools to an elected board of education.

(b) The board of education shall have the same number of members as the board of commissioners and shall be elected on the same day and in the same manner as the board of commissioners.

(c) If the board of commissioners is elected by district, the board of education shall also be elected by district.

(d) The board shall exercise the power otherwise granted to the city manager in this part.

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CHAPTER 22. FISCAL AFFAIRS UNDER CITY MANAGER-COMMISSION CHARTER

6-22-101. Duties of finance director.

The city manager or an officer appointed by the city manager shall serve as finance director and shall:

(1) Exercise a general supervision over the fiscal affairs of the city, and general accounting supervision over all the city's property, assets and claims, and the disposition of such property, assets and claims;

(2) Be the general accountant and auditor of the city;

(3) Have custody of all records, papers, and vouchers relating to the fiscal affairs of the city, and the records in the city manager's office shall show the financial operations and conditions, property, assets, claims, and liabilities of the city, all expenditures authorized and all contracts in which the city is interested;

(4) Require proper fiscal accounts, records, settlements and reports to be kept, made and rendered to the city manager by the several departments and officers of the city, including all deputies or employees of the city manager's department charged with the collection or expenditures of money, and shall control and audit the same; and

(5) At least monthly, adjust the settlements of officers engaged in the collection of the revenue.

6-22-102. Taxes and assessments under department of finance.

The assessment, levy, and collection of taxes and special assessments shall be in the charge of the department of finance, subject to the limitations elsewhere found in this charter.

6-22-103. Property and privileges taxable.

All property, real, personal and mixed subject to state, county, and city taxes, and all privileges taxable by law, shall be taxed, and taxes thereon collected by the city for municipal purposes as provided in this chapter.

6-22-104. Ad valorem tax.

The ad valorem tax upon the stocks, accounts, and equipment may be assessed and collected in like manner as state and county merchant's ad valorem tax is assessed upon the same property. It is the duty of the county assessor of

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property and the comptroller of the treasury to prepare a separate assessment book or roll showing real, personal and mixed property assessable by the county assessor of property or the comptroller of the treasury lying within the limits of the city.

6-22-105. Certification of assessments.

The records referenced in § 6-22-104 shall be certified to the finance director of the city upon the completion of the work of the boards of equalization, after they have been copied by the county clerk or the department of revenue.

6-22-106. Tax books.

(a) As soon as practicable in each year after the assessment books for the state and county are complete, which shall be after boards of equalization provided for by general laws shall have finished their work, it is the duty of the finance director to prepare or cause to be prepared, from the assessment books of the county and of the comptroller of the treasury, a tax book similar in form to that required by laws of the state to be made out for the county trustee, embracing, however, only such property and persons as are liable for taxes within the city.

(b) Such tax books, when certified to be true, correct and complete by the finance director, shall be the assessment for taxes in the city for all municipal purposes; provided, that there may be an assessment by the finance director at any time, of any property subject to taxation found to have been omitted, and such assessment shall be duly noted and entered on the assessment books of the city. Instead of the assessment made by county and state officials as provided in this section, the city may, by ordinance insofar as not prohibited by general laws, provide for and regulate an assessment to be made by its own assessor of property.

6-22-107. Statement of taxable property — Tax levy.

(a) It is the duty of the finance director, in each year, as soon as the assessment roll for the city is complete, to submit to the board of commissioners a certified statement of the total amount of the valuation or assessment of the taxable property for the year within the city limits, including the assessment of all railroads, telephone, telegraph, and other public utility properties, together with a certified statement of the revenue derived by the city from privilege taxes, merchant's ad valorem taxes, street labor taxes, fines for the preceding fiscal year, and miscellaneous revenue.

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(b) Upon the presentation of such statements by the finance director, the board shall proceed by ordinance to make the proper levy to meet the expenses of the city for the current fiscal year.

6-22-108. Effective date of levy.

The board of commissioners of the city shall have full power to levy and collect taxes as of January 10 of each and every year.

6-22-109. Extension of levy on tax books.

It is the duty of the finance director, immediately after the levy of taxes by the board of commissioners, to cause the levy to be extended upon the tax book prepared by the finance director in the same manner that extensions are made upon the tax books in the hands of the county trustee.

6-22-110. Due date of taxes — Tax collector — Distress warrants.

(a) All taxes due the city, except privilege and merchant's ad valorem taxes and street labor taxes, shall, until otherwise provided by ordinance, be due and payable on November 1 of the year for which the taxes are assessed.

(b) The treasurer shall be custodian of the tax books and shall be the tax collector of the city.

(c) Distress warrants may issue for the collection of taxes and any such distress warrant shall be executed by the chief of police or any police officers of the city by a levy upon, and sale of goods and chattels under the same provisions as prescribed by law for the execution of such process of courts of general sessions.

6-22-111. Tax liens — Errors and irregularities in assessment.

(a) All municipal taxes on real estate in the city, and all penalties and costs accruing thereon, are hereby declared to be a lien on such realty from and after January 1 of the year for which same are assessed, superior to all other liens, except the liens of the United States, the state and the county, for taxes legally assessed thereon, with which it shall be a lien of equal dignity.

(b) No assessment shall be invalid because the size and dimensions of any tract, lot or parcel of land shall not have been precisely named nor the amount of the valuation or tax not correctly given, nor because the property has been assessed in the name of a person who did not own the same, nor because the same was assessed to unknown owners, nor on account of any objection or informality merely technical, but all such assessments shall be good and valid.

(c) The board of commissioners shall have power to correct any errors in the tax assessments upon a certificate filed by the assessor of property or assessing body.

6-22-112. Delinquency penalties — Discount for early payment.

(a) On December 1 of the year for which the taxes are assessed, or other date provided by ordinance, a penalty of two percent (2%) upon all taxes remaining unpaid shall be imposed and collected by the city and paid into the city treasury. An additional penalty of two percent (2%) shall be added for each month thereafter for twelve (12) months.

(b) If any taxpayer elects to pay such taxpayer's taxes prior to October 1, that taxpayer shall be entitled to a discount of two percent (2%) from the amount of the taxpayer's bill.

6-22-113. Change of due dates — Semiannual installments.

(a) The board of commissioners may, by ordinance passed by unanimous vote, change the due date and delinquent date of all taxes, and may provide for the semiannual payment of taxes and a discount for the prompt payment of such taxes.

(b) In case a semiannual installment of taxes is made due and payable before the assessment and levy of taxes in the city for the current year is complete, the amount of the installment so collected as a tax upon any property shall be not more than fifty percent (50%) of the taxes levied on the property for the preceding year, such installment to be credited on the current year's taxes when determined and levied.

6-22-115. Complaints in chancery to collect special assessments.

The board of commissioners has the power, and is hereby given authority, to file complaints in the chancery court in the name of the city for the collection of assessments and levies made for payment for improvements or service in the city, such as paving, sidewalks, curbing, guttering, sewers and other improvements, or services for which assessments may be made under the charter, or by any other acts of the general assembly, and the cost of which is made a charge on property owners abutting the improvements and a lien on abutting property. The suits commenced by such complaints shall be conducted as other suits in chancery for the enforcement of like liens and under the rules of law and practice provided for the same. The complaints shall not be objectionable because the owners of different parcels or lots of land are made

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parties thereto, it being the intention that all persons in the same improvement district, or liable for portions of the same assessment and levy for improving a portion of the city as provided in this section, and on whose property the assessment or levy is a lien, shall be made parties defendant to one (1) complaint.

6-22-116. License taxes.

(a) License taxes may be imposed by ordinance upon any and all privileges, businesses, occupations, vocations, pursuits, or callings, or any class or classes thereof, now or hereafter subject to such taxation under the laws of Tennessee, and a separate license tax may be imposed for each place of business conducted or maintained by the same person, firm, or corporation.

(b) The treasurer shall enforce the collection of merchants' taxes and all other license taxes, and for that purpose have and exercise the powers of law vested in, and follow the procedure and methods prescribed for, county clerks.

6-22-117. Accounting system.

The finance director, with the approval of the city manager, shall cause an efficient system of accounting for the city to be installed and maintained.

6-22-118. Fiscal forms.

The finance director shall cause all forms used in connection with either the receipt or disbursement of city funds to be numbered consecutively, and shall account for all spoiled or unused forms.

6-22-119. Appointment and duties of treasurer.

(a) The city manager shall appoint a treasurer.

(b) It is the duty of the treasurer to collect, receive and receipt for the taxes and all other revenue and bonds of the city, and the proceeds of its bond issues, and to disburse the same.

(c) The city manager may appoint the recorder as treasurer.

6-22-120. Depositories of municipal funds.

(a)

(1) The board, at a regular meeting, shall adopt a resolution to contract with a bank or banks making the best proposal to become the depository of municipal funds.

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(2) Before entering into a contract under subdivision (a)(1), the treasurer or an officer appointed by the treasurer shall review and analyze the proposals from the banks and submit an analysis of the proposals to each member of the board at or before the next meeting of the board. The analysis of the proposals should consider the bank or banks proposing the highest interest rate, potential service charges or other fees, factors affecting safety and liquidity of municipal funds, and any other relevant factors.

(b) The board shall require any bank that becomes a depository of municipal funds to secure the funds by collateral in the same manner and under the same conditions as state deposits under title 9, chapter 4, parts 1 and 4, or as provided in a collateral pool created under title 9, chapter 4, part 5.

(c) Notwithstanding any law to the contrary, at least once every four (4) years, the board shall reevaluate the contracts entered into pursuant to subsection (a). The board shall base its evaluation on proposals obtained from at least two (2) banks. The treasurer or an officer appointed by the treasurer shall prepare a written evaluation of the proposals and preserve the evaluations for at least three (3) years.

6-22-121. Budget commissioner — Fiscal year.

(a) The city manager shall be budget commissioner.

(b) The fiscal year of the city shall begin on July 1, unless otherwise provided by ordinance.

6-22-122. Budget estimate submitted to commissioners.

The city manager shall, on or before May 15 of each year, submit to the board of commissioners an estimate of the expenditures and revenue of the city for the ensuing fiscal year. This estimate shall be compiled from detailed information obtained from the several departments on uniform blanks to be furnished by the city manager.

6-22-124. Appropriation ordinance — Amendments.

(a) Upon receipt of the estimate provided for in § 6-22-122, the board of commissioners shall prepare a tentative appropriation ordinance.

(b) The appropriation ordinance for each fiscal year shall be finally adopted before the first day of the fiscal year.

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(c) Amendments may be made to the original appropriations ordinance at any time during a current fiscal year; provided, however, that, except for emergency expenditures under § 6-22-129, increased appropriations may be made only after the city manager has certified in writing that sufficient unappropriated revenue will be available.

6-22-125. Reversion of appropriations to general fund.

At the end of each year, all unencumbered balances or appropriations in the treasury shall revert to the general fund and be subject to further appropriations. Such balances shall be considered unencumbered only when the city manager shall certify in writing that the purposes for which they were appropriated have been completely accomplished and that no further expenditure in connection with them is necessary.

6-22-126. Approval of claims against city.

(a) Except as by this charter or by law or ordinance otherwise provided, the finance director shall prescribe and regulate the manner of paying creditors, officers and employees of the city. The finance director shall audit all payrolls, accounts and claims against the city and certify thereon the balance as stated by the finance director, but no payroll, account, or claim, or any part thereof, shall be audited against the city or paid unless authorized by law or ordinance and approved and certified by the city manager and the head of the department for which the indebtedness was incurred, and the amount required for payment of the same appropriated for that purpose by ordinance and in the treasury.

(b) Whenever any claim is presented to the city finance director, the finance director shall have power to require evidence that the amount claimed is justly due, and is in conformity to law and ordinance, and for that purpose may summon before such finance director any officer, agent or employee of any department of the municipality, or any other person, and examine the officer, agent or employee upon oath or affirmation relative thereto.

(c) The city manager, finance director and head of the department concerned, and their sureties, shall be liable to the municipality for all loss or damages sustained by the municipality by reason of the corrupt approval of any claim against the municipality.

6-22-127. Issuance of warrants.

(a) Subject to § 6-22-126, warrants shall be issued by the finance director.

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(b) Each warrant shall specify the particular departmental fund against which it is drawn and shall be payable out of no other fund.

(c) Any officer or employee in the finance director's office may be designated by such finance director to draw warrants with the same effect as if signed by the finance director, such designation to be in writing, in duplicate, filed with the city manager. The city manager may make such designation if the finance director is absent or disabled and there is no one in the finance director's office designated to act. Any such designation may be revoked by the finance director while acting as such by filing the revocation in duplicate with the city manager and the treasury division.

6-22-128. Certification of availability of funds to meet contract obligations.

No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the board of commissioners or be authorized by any officer of the city, unless the finance director shall first certify to the board or the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure, is in the treasury or safely assured to be forthcoming and available in time to comply with, or meet such contract, agreement, obligation or expenditures; and no contract, agreement or other obligation involving the expenditure of money payable from the proceeds of bonds of the city shall be entered into until the issuance and sale of such bonds have been duly authorized in accordance with the provisions of this charter in reference to city bonds.

6-22-129. Emergency expenditures.

No contract liability shall be incurred without previous authority of law or ordinance, but the board of commissioners may, by ordinance, empower the proper officials to pay out money or incur contract liability for the city for the necessary preservation of the city's credit, or in other extreme emergency, under such restrictions as may be provided in the ordinance; provided, that any such liability shall mature not later than one (1) year from the date of its incurrence.

6-22-130. Annual operating budget — Publication — Budgetary comparison.

(a) Notwithstanding any other law to the contrary, the governing body shall publish the annual operating budget and budgetary comparisons of the

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proposed budget with the prior year's actual figures and the current year's estimated figures, which information shall include the following:

(1) Revenues and expenditures for the following governmental funds: general, streets/public works, general purpose school and debt service;

(2) Revenues for each fund shall be listed separately by local taxes, state of Tennessee, federal government and other sources;

(3) Expenditures for each fund shall be listed separately by salaries and other costs;

(4) Beginning and ending fund balances shall be shown for each fund; and

(5) The number of full-time equivalent employee positions shall be shown for each fund.

(b) The publication shall be in a newspaper of general circulation and shall be published not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

SAMPLE

File #: 1813 **Agenda Date:** 7/27/2026 **Agenda #:** 10.C.

Title:

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR CERTAIN CITY-OWNED PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

RESOLUTION - 2026

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR CERTAIN CITY-OWNED PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Mt. Juliet is the owner of nine (9) tracts of improved and unimproved real property located on North Mt. Juliet Road, East Caldwell Street, and East Hill Street in Mt. Juliet, Tennessee, being further described as 2365 N. Mt. Juliet Road, Wilson County Tax Parcel No. 072I A 021.00, containing approximately 0.18± acres; 2397 N. Mt. Juliet Road, Wilson County Tax Parcel No. 072I A 022.00, containing approximately 1.61± acres; 50 E. Hill Street, Wilson County Tax Parcel No. 072H C 012.00, containing approximately 0.54± acres; 69 E. Hill Street, Wilson County Tax Parcel No. 072I A 025.01, containing approximately 0.37± acres; 71 E. Hill Street, Wilson County Tax Parcel No. 072I A 026.00, containing approximately 0.85± acres; 73 E. Hill Street, Wilson County Tax Parcel No. 072I A 027.00, containing approximately 0.50± acres; 46 E. Caldwell Street, Wilson County Tax Parcel No. 072I A 019.00, containing approximately 0.68± acres; 48 E. Caldwell Street, Wilson County Tax Parcel No. 072I A 018.00, containing approximately 0.68± acres; and 50 E. Caldwell Street, Wilson County Tax Parcel No. 072I A 017.00, containing approximately 1.23± acres (collectively, the "Property"); and

WHEREAS, the City of Mt. Juliet released a Request for Proposals ("RFP") in April 2025 seeking redevelopment proposals for the property; and

WHEREAS, the Board of Commissioners reviewed the proposals received in response to the RFP during its January 27, 2025, and March 23, 2026, Board of Commissioners meetings; and

WHEREAS, on May 11, 2026, the Board of Commissioners directed the City Manager to negotiate exclusively with Mission Sellars Partnership for a period of sixty (60) days in an effort to reach a mutually acceptable Purchase and Sale Agreement for the redevelopment of the downtown properties; and

WHEREAS, Mission Sellars Partnership has successfully negotiated a Purchase and Sale Agreement with the City for the Property in the amount of Eight Million Seventy-Six Thousand Four Hundred Eighty-One Dollars ($8,076,481.00); and

WHEREAS, the Board of Commissioners finds that approval of the Purchase and Sale Agreement and conveyance of the Property are in the best interests of the City of Mt. Juliet.

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

Section 1. The Board of Commissioners hereby approves the Purchase and Sale Agreement between the City of Mt. Juliet and Mission Sellars Partnership for the sale of the Property for the purchase price of $8,076,481.00.

Section 2. The City Manager is hereby authorized to execute the Purchase and Sale Agreement and all documents necessary to consummate the sale and conveyance of the Property.

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

_____
Kenneth D. Martin, City Manager

ATTEST:

_____
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

_____
Samantha A. Burnett, City Attorney

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") made and entered into as the Effective Date defined in Paragraph 25, by and between **CITY OF MT. JULIET TENNESSEE** (the "Seller") and **Mission Sellars Partnership**, and its successors and assigns (the "Buyer"); with **TUNE, ENTREKIN & WHITE, PC c/o SAMUEL J. BLANTON** (the "Escrow Agent") joining herein for the limited purposes hereinafter set forth.

WITNESSETH:

WHEREAS, pursuant to Ordinance No. _____ adopted by the Board of Commissioners of the City of Mt. Juliet on _____, 20____, the Seller has authorized the sale of the Property on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement for Sale**

In consideration of the sum of Ten Dollars ($10.00) which has this day been paid to Seller by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to enter this Agreement to convey **nine** tracts of improved and unimproved land located on North Mt. Juliet Road, East Caldwell Street, and East Hill Street in Mt. Juliet, TN being further described as 2365 N. Mt. Juliet Rd. Wilson County Tax Parcel Number 072I A 021.00 being approximately 0.18 +/- acres; 2397 N. Mt. Juliet Rd., Wilson County Tax Parcel Number 072I A 022.000 being approximately 1.61 +/- acres; 50 E. Hill St. Wilson County Tax Parcel Number 072H C 012.00 being approximately 0.54 +/- acres; 69 E. Hill St. Wilson County Tax Parcel Number 072I A 025.01 being approximately 0.37 +/- acres; 71 E. Hill St. Wilson County Tax Parcel Number 072I A 026.00 being approximately 0.85 +/- acres; 73 E. Hill St. Wilson County Tax Parcel Number 072I A 027.00 being approximately 0.50 +/- acres; 46 E. Caldwell St. Wilson County Tax Parcel Number 072I A 019.00 being approximately 0.68 +/- acres; 48 E. Caldwell St. Wilson County Tax Parcel Number 072I A 018.00 being approximately 0.68 +/- acres; and 50 E. Caldwell St. Wilson County Tax Parcel Number 072I A 017.00 being approximately 1.23 +/- acres (including all rights, privileges, easements and appurtenances pertaining to the land and strips or gores between the land and abutting properties) (collectively the "Property"). Said Property is further depicted on Collective Exhibit "A" attached hereto and made a part hereof. The survey obtained pursuant to Paragraph 5, herein, may be attached hereto upon completion and the description for the Property as shown on said survey or resulting plat may at the option of Buyer be used as the legal description in the deed to Buyer.

2. **Purchase Price and Method of Payment**

The purchase price for the Property to be paid by Buyer to Seller shall be Eight Million Seventy-Six Thousand Four Hundred Eighty-One and 00/100 Dollars ($8,076,481.00) (the "Purchase Price") (which shall be contingent on the actual acreage determined by the Survey obtained pursuant to Section 5 below to be a collective 6.64 acres). The Purchase Price shall be paid in cash or certified funds at Closing. The Purchase Price listed herein is inclusive of the voluntary contribution of $1,375,000.00.

Of the Purchase Price, Six Hundred Eighty-Five Thousand and 00/100 Dollars ($685,000.00) shall be allocated to the parcel located at 2397 N. Mt. Juliet Road (Wilson County Tax Parcel No. 072I A 022.000), representing the appraised value of said parcel, and the balance of the Purchase Price shall be allocated pro rata to the remaining parcels based on acreage.

All closing adjustments pursuant to this Agreement, including the Earnest Money, will be credits or debits to the Purchase Price at Closing.

3. Deposits

(i) Within ten (10) business days after the Effective Date of this Agreement, Buyer shall deliver the sum of Fifty-Five Thousand and 00/100 Dollars ($55,000) to the Escrow Agent in cash or in the form of an Irrevocable Letter of Credit. (such amount and any interest thereon shall hereinafter be collectively referred to as the "Initial Deposit") to be held in escrow in accordance with the terms of this Agreement.

(ii) Within ten (10) business days following the expiration of the Feasibility Period, Buyer shall deliver to the Escrow Agent, an additional Fifty-Five Thousand and 00/100 Dollars ($55,000.00) (such amount and any interest thereon shall hereinafter be referred to as an "Additional Deposit"). The Initial Deposit and Additional Deposit are collectively referred to herein as the "Deposit." The Deposit shall be held in a non-interest bearing account and shall be credited against the Purchase Price at Closing. The Deposit shall be non-refundable to the Buyer following the Feasibility Period other than for Seller's default.

(iii) At Closing, Buyer shall pay to Seller the balance of the Purchase Price net of the Deposit that shall be released to the Seller by the Escrow Agent.

4. Title

During the Feasibility Period, Buyer shall, at its expense, obtain a title insurance commitment (the "Commitment") issued by Tune, Entrekin & White, PC as agent for Old Republic National Title Insurance Company (the "Title Insurance Company"). Buyer shall have thirty (30) days after the date of Buyer's receipt of the Commitment within which to examine the Commitment and to advise Seller of any objections to the title. In turn, Seller shall satisfy all valid objections within a reasonable time not to exceed fifteen (15) days after receipt of notice of Buyer's objection and, if Seller fails to satisfy these objections within such period, then, at Buyer's option, the sale may be closed subject to said matters or Buyer may terminate this Agreement by written notice to Seller within fifteen (15) days from the end of Seller's cure period. In the event that this Agreement is terminated for any reason set forth in this Paragraph, the Initial Deposit shall be refunded to Buyer, each party shall be released from any further liability to the other (except for indemnification under Paragraph 7), and the failure of the sale to close shall not be a breach by either party.

5. Survey

Within the Feasibility Period (as defined herein below), Buyer, at its expense, may obtain an ALTA survey of the Property and let seller have every right to the survey after completion of it. Any survey shall set forth the outside perimeter of the Property, shall contain a metes and bounds description of the Property, shall set forth the acres included within the Property to the nearest 1/100th of an acre, shall be in sufficient form and content for submission to and approval by the applicable governmental authorities as a subdivision plat for the Property, and shall be sufficient in form and content so that the Title Company, as defined herein, issuing the title insurance commitment and policy set forth in Paragraph 4 hereof will remove the standard printed survey exception from the title insurance policy and replace it with an exception for the specific matters shown on such survey. The survey shall be certified to Buyer, Seller, to Escrow Agent, and to the Title Insurance Company, and shall be in form and content reasonably satisfactory to all such parties. The metes and bounds description for the Property as shown on said survey may, at the option of the Buyer, be used in the deed to Buyer.

In the event the survey shows any easement, right-of-way, encroachment, conflict, protrusion or other matter affecting the Property, other than the "Permitted Encumbrances" (as hereinafter defined), that in Buyer's opinion (as determined in its sole and absolute discretion) is unacceptable to Buyer, Buyer shall, within fifteen (15) days after receipt of the survey and Title Commitment and copies of all documents referred to as exceptions therein as provided in Paragraph 4 hereof, notify Seller in writing of such fact and the reasons therefore ("Buyer's Survey Objections"). Upon the expiration of said fifteen (15) day period, Buyer shall be deemed to have accepted the form and substance of the survey and all matters shown thereon (except for the Buyer's Survey Objections if same are timely raised) and such matters shall be included in the term "Permitted Encumbrances" as used herein.

Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of the Buyer's Survey Objections. In the event Seller is unable or unwilling to eliminate or modify the Buyer's Survey Objections to the satisfaction of Buyer, Buyer may, as its sole and exclusive remedies, (a) terminate this Agreement by notice in writing to Seller within fifteen (15) business days following receipt of notice from Seller that Seller is unwilling or unable to eliminate or modify Buyer's Survey Objections, or (b) accept the survey without any reduction in the Purchase Price, in which event such uncured Buyer's Survey Objections shall be included in the term "Permitted Encumbrances" as used herein. If Buyer does not elect to terminate this Agreement within the period described in the immediately preceding sentence, Buyer shall be deemed to have accepted the form and substance of the survey and all matters shown thereon and such matters shall be included in the term "Permitted Encumbrances" as used herein. In the event that this Agreement is terminated for any reason set forth in this paragraph, the Initial Deposit shall be released to Buyer, each party shall be released from any further liability to the other (except for indemnification under Paragraph 7), and the failure of the sale to close shall not be a breach by either party.

6. <u>Representations of Seller</u>

Seller makes the following representations and warranties to Buyer:

(i) Seller is the owner of all record, legal, and beneficial right, title and interest in and to the Property and the Property will be free, clear and unencumbered at Closing;

(ii) The Property is subject to three (3) leases between Seller, as landlord, and the following tenants: (A) a month-to-month residential lease with Silvia Pinales and Jesus Pinales for the premises located at 48 East Caldwell Street; (B) a month-to-month commercial lease with Beckwith Soap, LLC for the premises located at 2397 N. Mt. Juliet Road; and (C) a commercial lease with Sweet Treats, LLC for the premises located at 2365 N. Mt. Juliet Road, with a stated expiration date of March 31, 2028 (collectively, the "Existing Leases"). Seller shall, with sufficient advance notice to comply with the termination provisions of the applicable leases, deliver written notice of termination of the two (2) month-to-month Existing Leases so that those leases terminate and the respective tenants vacate their respective premises on or before the Closing Date. Vacancy of the two (2) month-to-month leased premises on or before Closing shall be a condition to Buyer's obligation to close. With respect to the Existing Lease at 2365 N. Mt. Juliet Road, Buyer shall have the right, at Buyer's sole option, to negotiate directly with the tenant regarding a termination, buyout, or other resolution of such lease prior to Closing, and Seller shall reasonably cooperate with Buyer's negotiation efforts. Any buyout or termination payment payable to the tenant shall be at Buyer's sole cost and expense. If such negotiation does not result in a termination of the lease on or before Closing, then Buyer shall take title to such parcel subject to such lease, and Seller shall assign all of Seller's right, title, and interest in and under such lease (including any related security deposit) to Buyer at Closing, with rent prorated to the Closing Date. Other

than the Existing Leases, there are no leases, tenants, occupants, or parties in possession on any portion of the Property;

(iii) Seller has the good and valid right to convey the Property to Buyer without the joinder or approval of any other person or entity whatsoever;

(iv) Neither the entering into this Agreement nor the consummation of the transaction contemplated herein will cause a violation or breach by Seller of any contracts, agreements, or instruments to which Seller is a party or by which Seller or any of the Property is bound;

(v) To the best of Seller's knowledge, all municipal services and public utilities including, without limitation, water, sewer, electricity and telephone, necessary for the development of the Property as a mixed-use residential development are available to the Property in the public right-of-way immediately adjacent to the Property at normal and customary user rates;

(vi) There is no pending condemnation or similar proceeding affecting the Property or any part thereof, and Seller has received no notice that any such proceeding is pending;

(vii) There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or relating to any of the Property;

(viii) To the best of Seller's knowledge, except as may be shown on the Commitment, there are no title restrictions or laws (other than zoning and building codes and regulations) applicable to the Property, restricting Buyer's intended use of the property;

(ix) To the best of Seller's knowledge there are not wetlands present on the Property;

(x) To the best of Seller's knowledge, no pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes have been stored, discharged, released, generated, or allowed to escape from the Property, no underground storage tanks are located on the Property or have been removed or filled, no polychlorinated biphenyls ("PCBs") are located on or in the Property in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other form, and no investigation, administrative order, consent order and agreement, litigation or settlement with respect to any of the foregoing is proposed, threatened, anticipated or in existence with respect to the Property.

Each of the warranties and representations of Seller is true and correct as of the Effective Date and shall be true and correct as of the Closing Date. Except as otherwise expressly provided in this Agreement (including, without limitation, the Seller representations and warranties contained in this Section 6) and/or the documents to be provided by Seller in connection with Closing, Purchaser understands and hereby agrees that the sale of the Property is "AS IS, WHERE IS" with all faults and that Purchaser is relying on its own due diligence and investigation of the Property and is not relying on any other covenant, representation or warranty made by Seller or its agents in its decision to purchase the Property. Seller makes no warranties or representations regarding any condition of the Property that arises after the Closing.

Without limiting the generality of the foregoing AS-IS provision, Buyer specifically acknowledges that asbestos or asbestos-containing materials are present in the houses located on the Property, and Buyer accepts the houses in their AS-IS, WHERE-IS condition with respect to such asbestos. Seller shall deliver to Buyer, on or before the expiration of the Feasibility Period, copies of any asbestos surveys, reports, or studies in Seller's possession or control with respect to the Property.

Seller further covenants that it shall not encumber the Property or enter into any third-party contracts with regard to the Property, during the time period this Contract is in effect, without the prior written consent of the Purchaser. Seller further covenants that it shall cooperate with Purchaser in efforts to acquire approvals from any governmental or regulatory authority in connection with Purchaser's proposed use of the Property, including, without limitation, executing any instruments Purchaser deems reasonably necessary or desirable in connection therewith; provided, however, Seller shall not bear any expense in connection therewith.

7. Inspection

Buyer may go upon the Property through Buyer's own personnel, agents and engineers, assignees and any affiliate parties of the buyer as needed or desired to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of engineering and planning for the development of the Property. This privilege shall include the right to make soil test, borings and other tests required to obtain any information necessary to determine surface and subsurface conditions. In the exercise of the privileges granted by this Paragraph, Buyer shall substantially restore the Property to its original condition and shall indemnify and hold harmless Seller from all loss, damage or expense, including any claims of third parties for damage to personal property arising from or attributable to Buyer's use of the Property prior to the closing. Buyer shall give Seller access and rights to all studies performed during the duration of the feasibility period at no cost to Seller.

Within ten (10) business days following the Effective Date, Seller shall furnish to Buyer all materials concerning the Property which Seller possesses, or which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer within three (3) business days following Seller's receipt of same, all materials concerning the Property of which Seller acquires possession subsequent to the Effective Date, including, but not limited to, copies of all title insurance policies, plans, plats, surveys, zoning and Property use information, Agreements, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, site plans and all other governmental and quasi-governmental applications, approvals, consents and authorizations relating to the Property. All of the information to be furnished under this Section shall collectively be referred to as the "Property Documents."

8. Contingencies

The obligation of Buyer to complete the transactions contemplated by this Agreement is subject to the following conditions precedent (collectively, the "Buyer's Closing Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by Buyer only in a writing executed by Buyer:

(i) Buyer obtaining financing for the Purchase Price satisfactory to Buyer, in Buyer's sole discretion; and

(ii) Buyer obtaining approval of the Preliminary Master Development Plan for Buyer's intended development of the Property from the Mt. Juliet Planning Commission and/or Board of Commissioners, as applicable. For clarity, this condition does not include Final Master Development Plan approval or any other approvals, permits, or licenses required after Preliminary Master Development Plan approval (including, without limitation, Final Master Development Plan approval, construction permits, and building permits); and,

(iii) That all utilities necessary to serve the Property and intended development are in place or Buyer has access to such utilities satisfactory to Buyer with Buyer's payment of the normal tap fees or other access fees; and,

(iv) The land conditions are satisfactory to Buyer's sole discretion for the development of the land for the intended use.

If any of Buyer's Closing Conditions described in Section 8 above have not been fulfilled within the applicable time periods, Buyer may: (a) Waive the unfulfilled Buyer's Closing Condition and close Escrow in accordance with this Agreement; (b) waive in writing the incomplete Condition(s) to Closing and proceed with Closing, and/or (c) extend the date of the applicable Scheduled Closing one (1) day for each day until the Conditions to Closing are satisfied, such extensions not to exceed a total of ninety (90) days after the Scheduled Closing (or any extensions thereof). Notwithstanding the foregoing; (d) Terminate this Agreement by written notice to Seller and Escrow Agent, in which event the Independent Consideration shall be retained by Seller, Escrow Agent is hereby authorized to, and shall, immediately release and return the Deposit to Buyer, without any separate authorization from Seller.

9. Feasibility Period

Buyer shall have Two Hundred Forty (240) days from the Effective Date hereof (the "Feasibility Period") to conduct all inspections and any feasibility studies Buyer desires at Buyer's cost.

Buyer shall notify Seller within the Feasibility Period, or as it may be extended as set forth hereafter, of the fact the feasibility study reveals the Property to be unacceptable in Buyer's sole discretion and Buyer's desire to terminate this Agreement. Lack of the aforementioned notice shall be a waiver of any rights contained within this Paragraph 9. In the event Buyer notifies Seller of termination in a timely manner, the Initial Deposit and interest earned thereon shall be released to Buyer, and neither party shall have further obligation to the other except forindemnity pursuant to Paragraph 7.

Buyer shall have the right, in Buyer's sole discretion, to extend the Feasibility Period for up to two (2) additional sixty (60) day periods by giving written notice to Seller prior to the expiration of the Feasibility Period (or any subsequent extension). Upon exercising such extension right, Buyer shall deposit within five (5) business days after the delivery of such notice Five Thousand and No/100 Dollars ($5,000.00) for each such extension with the Escrow Agent (the "Extension Fee(s)"). The Extension Fee shall be non-refundable, except in the event of breach by Seller, but applicable to the Purchase Price.

The right to terminate this Agreement based on the Property being unacceptable to Buyer shall be deemed exclusively for the benefit of the Buyer and may be waived, in whole or in part, at Buyer's sole and absolute discretion.

10. Condemnation

If notice is given that all or any material portion of the Property shall be condemned or otherwise taken through the use of the power of eminent domain prior to the closing, or if Seller receives notice or becomes otherwise aware that such condemnation is pending or threatened, Seller shall immediately notify Buyer in writing of such fact, and Buyer may elect to (a) terminate this Agreement, (b) elect to proceed under this Agreement with any property taken by condemnation being excluded, or (c) proceed to close in which event Seller shall assign to Buyer all of Seller's interest in and to any condemnation award, regardless of whether such condemnation or taking applied to a material or immaterial portion of the Property. Buyer's election under this Paragraph shall be exercised by written notice to Seller within ten (10) days after receipt of written notice from Seller of its receipt of notice of such taking, or proposed taking, from the appropriate governmental or regulatory authority. If Buyer elects to close as provided above, Buyer shall be entitled to direct any condemnation proceedings utilizing counsel acceptable to Buyer. If Buyer elects to terminate this Agreement

under this Paragraph, all Deposits paid hereunder shall be released to Buyer and there shall be no further rights, duties, or obligations of the parties hereunder (except for indemnification under Paragraph 7).

11. Taxes and Assessments

Real property taxes, water and sewer charges and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days to each month, Seller to have the last day, to the date of Closing. Taxes for all prior years, including any rollback taxes, shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined.

Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Buyer. The provisions of this Paragraph 11 survive Closing.

12. Closing

The closing of this transaction shall be within 60 days of expiration of the Feasibility Period (including any extensions thereof as set forth in Paragraph 9 hereof (the "Closing"). The Closing shall be held in the offices of Tune, Entrekin & White, PC, at which time all papers legally required to carry out the terms of this Agreement shall be executed and delivered. Prorations shall be pursuant to the provisions of Paragraph 11 herein.

In the event any time period provided for in this Contract expires on a weekend or legal holiday (being defined by any holiday recognized by the United States Postal Service), the time period shall be automatically extended to the next business day. Purchaser and Seller further agree to do all things and execute and deliver all instruments which may be reasonably necessary or customary to effectuate the Closing hereunder or as reasonably requested by the Escrow Agent.

The conveyance of the Property shall be by General Warranty Deed, subject only to those matters set forth in the Commitment as accepted by Buyer.

Seller shall pay for:

(i) the cost of any Tennessee transfer taxes;

(ii) the cost of recording curative instruments, line releases, and any other documents, other than the Deed; and

(iii) the cost of Seller's attorney's fees.

Buyer shall pay for:

(i) the cost of any local recording fees associated with the deed;

(ii) the cost of any title search fees and premiums for title insurance Buyer elects to obtain;

(iii) the cost of Buyer's attorney's fees, settlement fees, and escrow fees; and

(iv) the cost of all tests and inspections performed by or for Buyer.

Seller will deliver the following to Buyer at closing: (a) a certificate in a form satisfactory to Buyer which shall state that Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined therein and in the Internal Revenue Tax Regulations), (b) if required, all information necessary to complete Internal Revenue Service Form 1099 with regard to this transaction, (c) proof of Seller's authority to convey the Property to Buyer sufficient to satisfy Buyer's counsel and the Title Company, (d) the General Warranty Deed, (e) an updated Commitment with "gap" coverage insuring against matters placed of record after the insuring time of the Commitment but prior to recordation of the deed, and (f) any other documents which Buyer reasonably deems necessary to carry out the intent of this Agreement.

Buyer shall deliver the following to Seller at Closing: proof of Buyer's authority to execute all documents related to the purchase of the Property from Seller sufficient to satisfy Seller's counsel and the Title Company.

13. Notices

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

To Seller:

City of Mt. Juliet
ATTN: Kenny Martin, City Manager
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122
kmartin@mtjuliet-tn.gov
615-754-2552

To Buyer:

MRE Development Partners, GP
Jonny Wagenman
3 S. 9th St. Ste 303
Nashville, TN 37206
jon@missionnash.com
701.371.5873

With copy to:

Tune, Entrekin & White, PC
Attn: Samuel J. Blanton
500 11th Ave. N. STE 600
Nashville, TN 37203
sjblanton@tewlawfirm.com

Notice shall be deemed to have been given upon deposit in the U.S. Mail or delivery to a nationally recognized overnight delivery service, as applicable.

14. Brokers

Buyer and Seller each hereby represent that there are no brokers, agents, or finders involved or that have a right to proceeds in this transaction. This Section shall survive closing or the earlier termination of this Agreement.

15. Default and Remedies

Should Buyer fail to perform any of its obligations under this Agreement within thirty (30) days after receipt of written notice from Seller (or in the event of a monetary default, ten (10) days after receipt of written notice from Seller), then this Agreement shall terminate and receipt of the Deposit (to the extent paid by Buyer at the time of the default) shall be Seller's sole and exclusive remedy for such breach as liquidated damages. The parties hereto agree that the actual damages to Seller in the event of a Buyer default are impractical and difficult to ascertain and the Deposit amount is a reasonable estimate thereof.

Should Seller fail to perform any of its obligations under this Agreement within thirty (30) days after receipt of written notice from Buyer, then Buyer may, as Buyer's sole and exclusive remedies, either (a) terminate this Agreement, in which case the Deposit shall be refunded to Buyer, or (b) pursue specific performance of Seller's obligations under this Agreement. In no event shall Seller be liable to Buyer for monetary damages other than the return of the Deposit.

Formal tender of an executed deed and purchase money is hereby waived in order to declare default.

16. Time of Essence

Time is expressly declared to be of the essence of this Agreement.

17. Entire Agreement; Counterparts

This Agreement (including the Exhibits attached hereto and Addenda, if any) contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplation by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

18. Headings; Holidays

The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. Whenever any time limit or date provided herein falls on a Saturday, Sunday, or legal holiday, then that date is extended to the next day that is not a Saturday, Sunday or legal holiday.

19. Modifications

The terms of this Agreement may not be amended, waived or terminated orally, and may only be amended, waived or terminated by an instrument in writing signed by both Seller and Buyer.

20. Assignment

This Agreement may be assigned or transferred by Buyer upon the prior written consent of Seller, said consent not to be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an affiliate or for financing purposes such as a land banking transaction.

21. Successors

This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors, heirs, executors, administrators, and assigns.

22. Survival

The provisions of this Agreement shall survive the closing(s).

23. Applicable Law

This Agreement shall be governed by and construed according to the laws of the state of Tennessee.

24. Escrow Agent

Escrow Agent joins herein to acknowledge that by the execution of this Agreement, Escrow Agent agrees to hold Deposits in accordance with the terms hereof, subject to the following conditions and limitations:

(a) In performing its duties hereunder, the Escrow Agent shall not incur liability to any party for damages, losses, or expenses, except for willful default or breach of trust. Accordingly, Escrow Agent shall not incur liability with respect to any action taken or omitted in reliance upon any instrument, including any written notice or instructions provided for in this Agreement, not only as to its due execution, and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein which Escrow Agent shall, in good faith, believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

(b) In the event of any dispute among the parties hereto, Escrow Agent may tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such pleadings as it deems appropriate, and thereupon to be discharged from all further duties and liabilities under this Agreement.

(c) Escrow Agent may consult with and obtain advice from legal counsel (other than counsel to any of the parties to this Agreement) in the event of any question as to any of the provisions of this Agreement or its duties thereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

25. Effective Date

The Effective Date of this Agreement shall be date of the last to execute this Agreement of Buyer and Seller.

26. Possession

Possession of the Property shall be given at Closing. Seller shall vacate the property on the day of Closing. Any personal and real property left behind on the day of Closing by Seller will become the property of the Buyer and Seller will have no further rights to it after Closing.

27. Independent Consideration

In any case in which the Deposit is provided herein to be returned to Buyer, then nevertheless One Hundred Dollars ($100.00) thereof shall be paid to or retained by Seller and deducted from the amount due Buyer. The Seller's amount shall belong to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely with the discretion or control of Buyer for certain time periods.

28. FMDP Repurchase Obligation

If Buyer, having exercised commercially reasonable efforts in good faith to obtain Final Master Development Plan approval for its intended development of the Property, including meeting the substantial compliance requirements as set forth in the Mt. Juliet Land Development Code, has not obtained such approval, and any of the following Trigger Events has occurred: (i) the date that is twelve (12) months after the Closing Date has passed; (ii) Buyer's Final Master Development Plan application has been denied by a final vote of the Planning Commission or the Board of Commissioners; or (iii) a complete Final Master Development Plan application (meeting the substantial compliance requirements set forth in the Mt. Juliet Land Development Code) submitted by Buyer has been pending before the Planning Commission for more than ninety (90) days without a final decision by the Planning Commission or the Board of Commissioners; then Buyer shall have the right, exercisable by written notice to Seller delivered within thirty (30) days after such Trigger Event, to require Seller to repurchase the Property from Buyer for a price equal to the Purchase Price (without any adjustment for improvements, demolition, grading, or other expenditures made by Buyer with respect to the Property). Seller shall consummate such repurchase within sixty (60) days after Buyer's written notice, by paying the repurchase price in cash or certified funds at a closing to be held at the offices of Tune, Entrekin & White, PC. Seller shall accept the Property in its then-current condition, without representation or warranty from Buyer other than as to title. The provisions of this Paragraph shall survive Closing.

29. Notice of Sale of Adjacent City Hall Property

In the event Seller determines to sell or transfer the parcel located at 2425 N. Mt. Juliet Rd., Mount Juliet, TN 37122 (the "Adjacent City Hall Property"), Seller shall provide Buyer with written notice of Seller's intent to sell or transfer the Adjacent City Hall Property at least thirty days (30) days prior to marketing or offering the Adjacent City Hall Property for sale or transfer, so as to afford Buyer an opportunity to participate in any bidding or offer process. This Paragraph is not a right of first refusal, and Seller retains full discretion regarding any subsequent sale or transfer of the Adjacent City Hall Property. The provisions of this Paragraph shall survive Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

SELLER:

CITY OF MT. JULIET TENNESSEE

By: _____

Its: _____

Date: _____

BUYER:

MRE Development Partners, GP & Sellars Commemorative Solutions, LLC

By: _____

Its: _____

Date: _____

ESCROW AGENT:

TUNE, ENTREKIN & WHITE, PC

By: _____

Date: _____

Collective Exhibit A

City of Mt. Juliet, Tennessee
Purchase and Development of Downtown District Property (~6.64Acres)

Property Listing:

50 E. Hill St (North Lot)	Acres: .54 +/-
69 E. Hill St. (MJFD/EMS Building)	Acres: .37 +/-
71 E. Hill St. (Old Public Works Building)	Acres: .85 +/-
73 E. Hill St. (MJPD Building)	Acres: .50 +/-
50 E. Caldwell St. (Vacant House)	Acres: 1.23 +/-
48 E. Caldwell St. (House)	Acres: .68 +/-
46 E. Caldwell St. (Vacant House)	Acres: .68 +/-
2397 N. Mt. Juliet Rd. (Commercial Building)	Acres: 1.61 +/-
2365 N. Mt. Juliet Rd. (Old Sewer Building)	Acres: .18 +/-

James Maness
Mayor

Bill Trivett
Vice-Mayor

Kenny Martin
City Manager

CITY OF MT. JULIET

Commissioners
Art Giles
Scott Hefner
Jennifer Milele

City of Mt. Juliet

On behalf of: Real Estate Advisory Committee Chairperson, Michael Robinson

Real Estate Advisory Committee – June 9, 2026

Property Findings Report

Property

- **Address / Location:**
  - 2365 N. Mt. Juliet Road
  - 2397 N. Mt. Juliet Road
  - 46 E. Caldwell Street
  - 48 E. Caldwell Street
  - 50 E. Caldwell Street
  - 69 E. Hill Street
  - 71 E. Hill Street
  - 73 E. Hill Street
- **Approximate Acreage:** 6.5 acres
- **Estimated Value:** The Committee estimated the current "as-is" value of the approximately 6.5-acre property to be between $7.1 million and $7.5 million, with the caveat that the value may change following the completion of a formal appraisal and any subsequent project approvals.

Mt. Juliet, Tennessee

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

Meeting Minutes - Final

Thursday, June 18, 2026

6:30 PM

Commission Chambers

Planning Commission

12.A. AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY DEVELOPER OF 3150 NONAVILLE ROAD, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 031, PARCEL 032.01 **1772**

Sponsors: Planning Commission Positive Recommendation

Attachments: Ordinance
Exhibit A - Map
Staff Report

Staff reviewed their reports and answered questions from the commission. Samantha Burnett, City Attorney stated the TCA was amended and utility systems are required to connect if lines are on or adjacent to property.

A motion was made by Commissioner Bulmon, seconded by Commissioner George, that this Ordinance be **Positive Recommendation to the Board of Commissioners, on meeting date of 7/13/2026. The motion carried by the following vote:

RESULT: **POSITIVE RECOMMENDATION
MOVER: Nathan Bulmon
SECONDER: Preston George

Aye: Vice Chair Rast, Commissioner Searcy, Commissioner George, Commissioner Bulmon, Commissioner Armistead, Commissioner Franklin, Chairperson Winchester, and Brown

Abstain: Commissioner Giles

13. Downtown City Properties

13.A. **Review the Potential Sale of the Downtown City Properties, located at 50, 69, 71 and 73 E. Hill St., 46, 48, and 50 E. Caldwell St., 2365 and 2397 N. Mt. Juliet Rd. **1780**

Sponsors: Planning Commission Negative Recommendation

Attachments: Exhibit Map

The Planning Commission discussed the potential sale of city property. Commissioner Giles strongly encourages traffic light at E. Hill St. and N. Mt. Juliet Rd. he is opposed to supporting the potential sale of the property.

A motion was made by Vice Chair Rast, seconded by Commissioner George, that this Resolution be **negative recommendation to the Board of Commissioners, on meeting date of 7/13/2026. The motion carried by the following vote:

RESULT: **NEGATIVE RECOMMENDATION
MOVER: David Rast
SECONDER: Preston George

Aye: Vice Chair Rast, Commissioner Searcy, Commissioner George, Commissioner Bulmon, Commissioner Giles, Commissioner Armistead, Commissioner Franklin, Chairperson Winchester, and Brown

14. Discussion

14.A. Discuss the Central Pike Land Use Plan. **1771**

Sponsors: Planning and Zoning, Tyler Gutierrez

The Planning Commission discussed the Land Use Plan.
Bobby Franklin suggested we look into amending small spot sections of the land use plan.
The commission desires this discussion item be placed on the July agenda.

15. Adjourn

A motion was made by Vice Chair Rast, seconded by Chairperson Winchester, that this be approved. The motion carried by the following vote:

RESULT: APPROVED
MOVER: David Rast
SECONDER: Luke Winchester

Aye: Vice Chair Rast, Commissioner Searcy, Commissioner George, Commissioner Bulmon, Commissioner Giles, Commissioner Armistead, Commissioner Franklin, Chairperson Winchester, and Brown

****Indicates item is recommended to the Board of Commissioners. All final design layouts, conditions of approval and final approval will be voted on by the Board of Commissioners at a later date. The public is welcome and invited to attend.**

_____
Luke Winchester, Chairperson

_____
Tyler Gutierrez, Planning Commission Secretary