

WORKSHOP AGENDA

Board of Mayor and Aldermen

October 30, 2025 @ 5:30 PM

For the November 4, 2025 Regular Meeting @ 6:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Alderman Hobbs.
- Pledge of Allegiance by Mayor Cole.

ORDER OF BUSINESS

1. Approve Minutes: October 2, 2025 Workshop; October 9, 2025 Public Hearing; and October 9, 2025 Regular Meeting.
2. Presentations:
 - A. Presentation - Child Advocacy Center. (Workshop only.)
3. Public Comment Period.
4. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

5. Second Reading - **Ordinance #2025-33** - An Ordinance to Amend Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code Regarding the Location of an Adult Business.

CONSENT AGENDA (All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)

6. Consent Agenda Items:
 - A. Approve or Reject City Bids and Purchases:
 1. Bid - Blair Road West Extension Project.
 2. Ratify Emergency Purchase - Servers for Local Government.
 - B. Approve Change Orders #3 and #4 with Solomon Builders for the Brookside Park Construction Project.
 - C. Approve a Three Year Renewal of the Dayforce System for the Human Resources Department.

- D. Approve an Administrative Services Agreement with MissionSquare Retirement.
- E. Approve a Memorandum of Understanding with Volunteer Behavioral Health Care System to Assist Law Enforcement in Responding to Behavioral Health Crisis Situations.
- F. Approve License Agreement for Installation and Maintenance in Right-of-Way with Flock Group, Inc., d/b/a Flock Safety for the Installation, Operation and Maintenance of Flock Devices.
- G. Approve Amendment #2 to the Professional Services Agreement with Lambe + Associates, LLC for Development of Construction Plans, Contract Documents, and Construction Administration for Relocating the City Administrator, Finance, and Human Resources Departments to the Public Works and Community Development Services Facility.
- H. Approve Membership Agreement with the National Testing Network for Standardized Testing Services for the Police Department.
- I. Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Provision of a Police Traffic Services Highway Safety Project.
- J. Ratify the Approval of a Subscription Agreement with Ramp Business Corporation for Automated Financial Management and Purchasing Services.
- K. Approve an Agreement with Celtic Bank to Utilize the Ramp Purchasing Card Program.
- L. Approve the Economic Impact Plan for the Twinning Station Mixed-Use Development Area.

NEW BUSINESS

- 7. First Reading - **Ordinance #2025-34** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 15M, Group E, Parcel 11. Property Consists of Approximately 0.60 Acres. Property Located at 130 Old Waldron Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: C-2 (Highway Service Commercial) Zoning District. (This received an unfavorable recommendation from the Planning Commission on September 30, 2025. A public hearing will be held on Tuesday, November 4, 2025.)
- 8. Appoint or Remove Board / Committee Members:
 - A. Planning Commission. (One term is vacant; two terms expire 10/31/25.)
 - B. La Vergne Industrial Development Board. (One term is vacant; Two terms expired 10/1/25.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON OCTOBER 2, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The October 2, 2025 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:30 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Graeme Coates.

Mayor Cole stated that Alderman Haas would lead the prayer and Vice-Mayor Noe would lead the Pledge of Allegiance at the regular meeting on October 9, 2025

ORDER OF BUSINESS

1. Approve Minutes: August 28, 2025 Workshop; September 2, 2025 Public Hearing; and September 2, 2025 Regular Meeting.

Mayor Cole stated that the minutes would be voted on at the meeting. No action was taken.

2. Presentations.

A. Halloween Driver Safety Week. Mayor Cole presented a proclamation to Mr. Chuck Isbell that proclaimed October 27-31, 2025 as Halloween Driver Safety Week.

B. Elected Officials Academy. Mayor Cole presented Certificates of Completion for the Elected Officials Academy to Alderman Coates, Alderman Haas and Vice-Mayor Noe.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department.

B. Fire Department.

C. Parks & Recreation Department.

D. Library.

E. Finance.

F. Water Treatment Plant.

Mayor Cole stated that department reports will be given at the meeting. No action was taken.

OLD BUSINESS

5. **Second Reading - Ordinance #2025-25 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District.**

Mayor Cole explained the ordinance. No action was taken.

6. **Second Reading - Ordinance #2025-27 – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same.**

Mayor Cole explained the ordinance. He explained some errors that had been found on the proposed zoning map and that they were corrected. No action was taken.

7. **Second Reading - Ordinance #2025-28 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

8. **Second Reading - Ordinance #2025-29 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

9. **Second Reading - Ordinance #2025-30 - An Ordinance to Amend the Fiscal Year 2024-2025 Police Impact Fee Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

10. **Second Reading - Ordinance #2025-31 - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

11. **Second Reading - Ordinance #2025-32 - An Ordinance to Amend the Fiscal Year 2024-2025 Water and Sewer Fund Budget.**

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

12. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:**
 - 1. Sole Source Purchase - Water Meters.
 - 2. Sole Source Purchase - E-One Grinder Pumps.
 - 3. Sole Source Purchases - Fire Apparatus Parts and Service.
 - 4. Sole Source Purchase - Lift Station Equipment for Sewer Department.
 - 5. Sourcewell Contract Purchase - Janitorial Supplies.
 - 6. Sourcewell Contract Purchase - Office Supplies.
 - 7. Sourcewell Contract Purchase - NAPA Auto Parts.
 - 8. Sourcewell Contract Purchase - Ford Auto Parts.
 - 9. State Contract Purchase - GPS for City Vehicles.
 - 10. Purchase - Interview Now Recruiting Platform for the Police Department
- B. Approve the Employee Benefits Package for 2026.**
- C. Approve Grant Consent Agreement between the State of Tennessee and the City of La Vergne for the State and Local Cybersecurity Grant Program (SLCGP).**
- D. Approve Contract for Legal Services from Stag Liuzza, LLC for the Aqueous Film-Forming Foams (AFFF) Product Liability Multi-District Litigation.**
- E. Approve Amendment #6 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Proposed Blair Road West Extension Project.**
- F. Ratify the Approval of a Combined Subdivision Participation and Release Form and the Tennessee State-Subdivision Opioid Abatement Agreement for Secondary Manufacturer Settlements.**
- G. Approve Memorandum of Understanding with the Town of Smyrna, the City of Murfreesboro, and Rutherford County Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services.**

Mayor Cole explained each item.

Police Chief Moews requested that item 12.A.10 be removed from the consent agenda because they have discovered another possible solution to help with recruiting.

I.T. Director Glenn Green explained item 12.C regarding the Cybersecurity Grant.

No action was taken.

NEW BUSINESS

13. **First Reading - Ordinance #2025-33 - An Ordinance to Amend Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code Regarding the Location of an Adult Business.**

Mayor Cole explained the ordinance. A discussion ensued. No action was taken.

14. **Resolution #2025-24 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

Mayor Cole explained the resolution. No action was taken.

15. **Resolution #2025-25 - A Resolution to Donate A Surplus Fire Department Heavy Rescue Truck to the Church Hill Volunteer Rescue Squad.**

Mayor Cole explained the resolution. No action was taken.

16. **Resolution #2025-26 - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.**

Mayor Cole explained the resolution. No action was taken.

17. **Resolution #2025-27 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.**

Mayor Cole explained the resolution. No action was taken.

18. **Resolution #2025-28 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.**

Mayor Cole explained the resolution. No action was taken.

19. **Appoint or Remove Board / Committee Members:**
A. **Beautification and Arts Advisory Committee.**
B. **Library Board.**

Mayor Cole spoke about the vacancies. No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs thanked Parks and Recreation for a great Fall Festival and parade.

Alderman Coates thanked staff that worked on the zoning ordinance. He thanked the Parks and Recreation Department for the Fall Festival.

Alderman Haas thanked the Parks and Recreation Department for the successful Fall Festival. She thanked the Police Department and the Public Works Department for their hard work.

Vice-Mayor Noe thanked Fire Marshal Curtis Brinkley and staff for helping a citizen who fell. He spoke about the Electronics Dumpster, which was a success.

Mayor Cole thanked the Parks and Recreation Department for the great Fall Festival and parade. He reminded everyone about National Night Out this coming Tuesday night at Veterans Park. Chief Moews explained the schedule for the event. Mayor Cole recognized members from the Leadership Rutherford group that were in attendance. He asked Human Resources Director Andrew Patton to explain the purpose of Leadership Rutherford. Mr. Patton spoke about Leadership Rutherford.

ADJOURNMENT

There being no further business, Mayor Cole adjourned the workshop at 6:11 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON OCTOBER 9, 2025, AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

Call to Order

The October 9, 2025 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:45 p.m. at La Vergne City Hall by Vice-Mayor Steve Noe.

Board Members Present

Members present: Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Hobbs, and Alderman Graeme Coates. Mayor Jason Cole was absent.

ORDER OF BUSINESS

1. **Ordinance #2025-27 – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same.**

Mr. Jim Hesemann, 141 Vaughnwood Dr., spoke about changing the zoning in his neighborhood to Estate Residential.

No one else spoke. The public hearing for this item was declared closed.

ADJOURNMENT

Vice-Mayor Noe declared the public hearing adjourned at 5:48 p.m.

Mayor

City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON OCTOBER 9, 2025, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The October 9, 2025 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Vice-Mayor Steve Noe.

BOARD MEMBERS PRESENT

Members present: Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Graeme Coates. Mayor Jason Cole was absent.

The prayer was led by Alderman Haas, and the Pledge of Allegiance was led by Vice-Mayor Noe.

ORDER OF BUSINESS

1. Approve Minutes: August 28, 2025 Workshop; September 2, 2025 Public Hearing; and September 2, 2025 Regular Meeting.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve the minutes of the August 28, 2025 Workshop, September 2, 2025 Public Hearing, and September 2, 2025 Regular Meeting, was adopted with all voting AYE.

2. Public Comment Period.

No one spoke.

3. Department Reports:

- A. Police Department.** Deputy Chief Brent Hatcher gave the report for the Police Department. Public Information Officer Donna Tracy spoke about National Night Out and the events that took place.
- B. Fire Department.** Chief Ronny Beasley gave the report for the Fire Department. He spoke about the Community Connect Program.
- C. Parks & Recreation Department.** Mr. David McGowan gave the report for the Parks & Recreation Department.
- D. Library.** Ms. Donna Bebout gave the report for the Library Department.

- E. **Finance.** Ms. Danielle Brown gave the report for the Finance Department.
- F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

- 4. **Second Reading - Ordinance #2025-25 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18K, Group A, Parcel 6. Property Consists of Approximately 13.63 Acres. Property Located at the end of Wheeler Street. Current Zoning: I-1 (Light Industrial) Zoning District; Proposed Zoning: I-2 (Heavy Industrial) Zoning District.**

A motion, made by Alderman Coates, seconded by Alderman Haas, to approve Ordinance #2025-25 on second reading was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

- 5. **Second Reading - Ordinance #2025-27 – An Ordinance Repealing the Existing Zoning Ordinance and Zoning Map, Adopting a New Zoning Ordinance and Zoning Map, and Amending Title 14 of the La Vergne Municipal Code in Conformity with the Same.**

A motion, made by Alderman Coates, seconded by Alderman Haas, to approve Ordinance #2025-27 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

- 6. **Second Reading - Ordinance #2025-28 - An Ordinance to Amend the Fiscal Year 2025-2026 General Fund Budget.**

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2025-28 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE

Alderman Haas AYE
Vice-Mayor Noe AYE

7. Second Reading - Ordinance #2025-29 - An Ordinance to Amend the Fiscal Year 2024-2025 General Fund Budget.

A motion, made by Alderman Hobbs, seconded by Alderman Haas, to approve Ordinance #2025-29 on second reading, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

8. Second Reading - Ordinance #2025-30 - An Ordinance to Amend the Fiscal Year 2024-2025 Police Impact Fee Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2025-30 on second reading, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

9. Second Reading - Ordinance #2025-31 - An Ordinance to Amend the Fiscal Year 2024-2025 State Street Aid Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-31 on second reading, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

10. Second Reading - Ordinance #2025-32 - An Ordinance to Amend the Fiscal Year 2024-2025 Water and Sewer Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-32 on second reading, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

CONSENT AGENDA

11. Consent Agenda Items:

- A. Approve or Reject City Bids and Purchases:**
 - 1. Sole Source Purchase - Water Meters.**
 - 2. Sole Source Purchase - E-One Grinder Pumps.**
 - 3. Sole Source Purchases - Fire Apparatus Parts and Service.**
 - 4. Sole Source Purchase - Lift Station Equipment for Sewer Department.**
 - 5. Sourcewell Contract Purchase - Janitorial Supplies.**
 - 6. Sourcewell Contract Purchase - Office Supplies.**
 - 7. Sourcewell Contract Purchase - NAPA Auto Parts.**
 - 8. Sourcewell Contract Purchase - Ford Auto Parts.**
 - 9. State Contract Purchase - GPS for City Vehicles.**
- B. Approve the Employee Benefits Package for 2026.**
- C. Approve Grant Consent Agreement between the State of Tennessee and the City of La Vergne for the State and Local Cybersecurity Grant Program (SLCGP).**
- D. Approve Contract for Legal Services from Stag Liuzza, LLC for the Aqueous Film-Forming Foams (AFFF) Product Liability Multi-District Litigation.**
- E. Approve Amendment #6 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Proposed Blair Road West Extension Project.**
- F. Ratify the Approval of a Combined Subdivision Participation and Release Form and the Tennessee State-Subdivision Opioid Abatement Agreement for Secondary Manufacturer Settlements.**
- G. Approve Memorandum of Understanding with the Town of Smyrna, the City of Murfreesboro, and Rutherford County Regarding the Cost Sharing of a Study on Unifying Public Safety Emergency Dispatch Services.**

A motion, made by Alderman Hobbs, seconded by Alderman Coates, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

- 12. First Reading - Ordinance #2025-33 - An Ordinance to Amend Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code Regarding the**

Location of an Adult Business.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2025-33 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

13. **Resolution #2025-24 - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.**

A motion, made by Alderman Haas seconded by Alderman Hobbs, to approve Resolution #2025-24, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

14. **Resolution #2025-25 - A Resolution to Donate A Surplus Fire Department Heavy Rescue Truck to the Church Hill Volunteer Rescue Squad.**

A motion, made by Alderman Hobbs, seconded by Alderman Coates, to approve Resolution #2025-25, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE

15. **Resolution #2025-26 - A Resolution to Approve a Land Acquisition Policy for Additional Real Property Interests Needed for the South Waldron Road Widening Project.**

A motion, made by Alderman Coates, seconded by Alderman Haas, to approve Resolution #2025-26, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE

Vice-Mayor Noe AYE

16. Resolution #2025-27 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners Judy Housley Safety Partners Matching Grant Program.

A motion, made by Alderman Hobbs, seconded by Alderman Coates, to approve Resolution #2025-27, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

17. Resolution #2025-28 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners James L. Richardson "Driver Safety" Matching Grant Program.

A motion, made by Alderman Hobbs, seconded by Alderman Haas, to approve Resolution #2025-28, was adopted following a roll-call vote.

Alderman Hobbs AYE
Alderman Coates AYE
Alderman Haas AYE
Vice-Mayor Noe AYE

18. Appoint or Remove Board / Committee Members:

A. Beautification and Arts Advisory Committee. A motion, made by Vice-Mayor Noe, seconded by Alderman Hobbs, to appoint Mary Jane Skinner to the Beautification and Arts Advisory Committee, was adopted with all voting AYE.

B. Library Board. A motion, made by Vice-Mayor Noe, seconded by Alderman Haas, to appoint Magen Honeycutt to the Library Board, was adopted with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs wished everyone a happy fall break.

Alderman Coates complimented Vice-Mayor Noe on running a good meeting.

Alderman Haas wished everyone a happy fall break and asked everyone to be careful. She wished everyone a Happy Halloween.

Vice-Mayor Noe thanked everyone for their work on the new Zoning Ordinance and Map.

ADJOURNMENT

Mayor Cole adjourned the meeting at 6:33 p.m.

Mayor

City Recorder

Approved: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 5. Second Reading - **Ordinance #2025-33** - An Ordinance to Amend Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code Regarding the Location of an Adult Business.

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Ordinance #2025-33

Summary:

This ordinance will change the zoning district reference in the municipal code for where adult businesses can be located in the city.

Background Information:

The new zoning ordinance will no longer have regulations for the I-2 Zoning District. The current reference in the municipal code needs to be changed to reflect the new zoning district that will allow adult businesses, which is the HI - Interchange District.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2025-33

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 8, SECTION 9-803(3) OF THE LA VERGNE MUNICIPAL CODE REGARDING THE LOCATION OF AN ADULT BUSINESS.

WHEREAS, the new City of La Vergne Zoning Ordinance is being considered for approval; and

WHEREAS, Section 9-803(3) of the La Vergne Municipal Code allows adult businesses to operate within the confines of an I-2, heavy industrial zoning district as defined under the zoning laws of the city; and

WHEREAS, the new zoning ordinance will no longer have regulations for an I-2, heavy industrial zoning district, but will instead have an HI, Interchange District that will allow for adult businesses; and

WHEREAS, the reference found in La Vergne Municipal Code Section 9-803(3) needs to reflect the new zoning zoning district for adult businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE that the La Vergne Municipal Code be amended as follows:

SECTION I. Title 9, Chapter 8, Section 9-803(3) of the La Vergne Municipal Code, be amended to read as follows:

- (3) No sexually oriented business may begin to operate except within the confines of the HI (Interchange District) zoning district as defined under the zoning laws of the city.

Nothing contained in this section shall be construed to authorize the establishment or operation of any adult businesses which is otherwise prohibited or made unlawful by any other law or ordinance.

SECTION II. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION III. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.A.1. Bid - Blair Road West Extension Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Mastec Civil, LLC Bid PackageREV01

Summary:

This item will award the bid and approve the contract for the construction of the Blair West Extension Roadway Project including utilities and roadway construction.

Background Information:

The City of La Vergne advertised this project for bid in accordance with the City of La Vergne Purchasing Policy Manual. Nine bids were received and reviewed for completeness and technical compliance. All bids were determined to be complete and compliant. The low bid was Mastec Civil LLC.

Financial Summary:

This contract is a Unit Price Base Bid. The unit prices which comprise the financial portion of the contract are included with the attached contract documents. There is a Base Bid and an Alternate. The Alternate is for the relocation of Smyrna Gas utilities and will be reimbursed by the Town of Smyrna.

The totals are broken down as follows:

Blair West Extension Contract	
Item	Total
Base Bid	\$8,949,857.20
Alternate (Relocations of Gas Piping for Smyrna Gas) - This will be reimbursed by the Town of Smyrna	\$259,153.00
Contract Total	\$9,209,010.20

This amount is within the approved budget.

Staff Recommendation:

Staff recommends approval.

**Contract Documents and
Technical Specifications for the Construction of**

Blair Road West Extension



October 2025

Addendum #3

Prepared by

Kimley»»Horn

Kimley-Horn and Associates, Inc.
10 Lea Ave, Suite 400
Nashville, TN 37210

Kimley-Horn project 118251007

TABLE OF CONTENTS

Advertisement for Bids	3
Instructions to Bidders	5
Signature Sheet	18
Bid Form	19
Bid Bond	30
Alternate Bid Form	31
Alternate Bid Bond	34
Payment Bond	37
Performance Bond	41
Notice to Proceed	45
Qualifications Statement	52
Agreement Between Owner and Contactor	58
Standard General Conditions of the Construction Contract	65

ADVERTISEMENT FOR BIDS:

CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION

BIDS TO BE RECEIVED: OCTOBER 7TH, 2025

Sealed Bids will be received by the City of La Vergne, at 5093 Murfreesboro Road, La Vergne, TN 37086 until 10:00:00 AM CST, October 7th, 2025 and opened publicly at that same time, date, and location.

The Blair Road West Extension project involves the extension of existing Blair Road from Waldron Road to Carothers Road. This extension of existing Blair Road will be referred to as Blair Road West. The project also includes intersection improvements at Blair Road and Waldron Road, a new roundabout at intersection of Blair Road West and Carothers Road, an extension of existing Sea Breeze Lane to connect to Blair Road West, and an extension of the existing Dobson Knob Trail to connect to Blair Road West. The project includes grading, installation of drainage, a new box culvert, asphalt and concrete pavement, roundabout construction, curb and gutter, sidewalk, pavement markings, waterline placement, erosion control and traffic control. All work is to take place within the right-of-way, slope easements, drainage easements and temporary construction easements that have been purchased by the City of La Vergne. The complete project includes improvements on Blair Road, Carothers Road, Waldron Road, Sea Breeze Lane, Dobson Knob Trail, and adjacent driveways and the total project length is approximately 1.45 miles long.

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.lavergnetn.gov/429/City-Bids-RFPs>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Kimley-Horn & Associates Inc,
10 Lea Avenue, Suite 400, Nashville, TN 37210 (615) 564-2701

The City of La Vergne Standard Specifications can be found at the following locations:

<https://www.lavergnetn.gov/DocumentCenter/View/4672/Public-Works-Standard-Specifications-Section-3---Roads-Bridges-Drainage-and-Grading>

<https://www.lavergnetn.gov/DocumentCenter/View/3667/Water-Standard-Specifications-2023>

<https://www.lavergnetn.gov/DocumentCenter/View/1231/Sanitary-Sewer-Specifications-2022-PDF-26-MB>

Tennessee Department of Transportation Standard Specifications can be found at <https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/2021-standard-specifications.html>. Tennessee Department of Transportation Standard Drawings can be found at <https://www.tn.gov/tdot/roadway-design/standard-drawings-library.html>. All costs for these documents will be borne by the bidder with no cost to the City of La Vergne.

Pre-bid Conference:

A pre-bid conference for the Project will be held on August 12th, 2025 at 10:00AM CST at 1500 E. Nir Shreibman, La Vergne, TN 37086. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of La Vergne

By: Gary Lide

Title: Director of Engineering

Phone: (615) 287-8703

INSTRUCTION TO BIDDERS:

CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION

TABLE OF CONTENTS

	Page
Pre-bid Conference:.....	ii
This Advertisement is issued by:	ii
Owner: City of La Vergne	ii
Title: Director of Engineering	ii
Article 1 - Defined Terms	1
Article 2 - Bidding Documents.....	1
Article 3 - Qualifications of Bidders.....	2
Article 4 - Pre-Bid Conference.....	2
Article 5 - Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site	3
Article 6 - Bidder's Representations and Certifications.....	4
Article 7 - Interpretations and Addenda.....	4
Article 8 - Bid Security	5
Article 9 - Contract Times	5
Article 10 - Substitute and "Or Equal" Items	5
Article 11 - Subcontractors, Suppliers, and Others	6
Article 12 - Preparation of Bid.....	6
Article 13 - Basis of Bid	7
Article 14 - Submittal of Bid	8
Article 15 - MODIFICATIONS AND WITHDRAWAL OF BID.....	8
Article 16 - Opening of Bids	9
Article 17 - Bids to Remain Subject to Acceptance	9
Article 18 - Evaluation of Bids and Award of Contract	9
Article 19 - Bonds and Insurance.....	10
Article 20 - Signing of Agreement	10
Article 21 - Sales and Use Taxes.....	10
Article 22 - Contracts to Be Assigned	10

OWNER AND BIDDER	12
Attachments to this Bid	12
BASIS OF BID—UNIT PRICES	12
TIME OF COMPLETION	13
BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA	13
BIDDER’S REPRESENTATIONS AND CERTIFICATIONS	13
Article 23— General Information.....	1
Article 24— Licensing	2
Article 25— Diverse Business Certifications	2
Article 26— Safety.....	3
Article 27— Financial.....	3
Article 28— Surety Information	4
Article 29— Insurance	4
Article 30— Construction Experience.....	5
Article 31— Required Attachments	5
Article 1— WORK	1
ARTICLE 2— THE PROJECT	1
ARTICLE 3— ENGINEER	1
ARTICLE 4— CONTRACT TIMES	1
ARTICLE 5— CONTRACT PRICE	3
ARTICLE 6— PAYMENT PROCEDURES	3
ARTICLE 7— CONTRACT DOCUMENTS	4
ARTICLE 8— REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS.....	5
ARTICLE 1—DEFINITIONS AND TERMINOLOGY	15
ARTICLE 2—PRELIMINARY MATTERS	21
ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE	23
ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK	25
ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS	28
ARTICLE 6—BONDS AND INSURANCE	35
ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES.....	41
ARTICLE 8—OTHER WORK AT THE SITE.....	54
ARTICLE 9—OWNER’S RESPONSIBILITIES	56

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION	58
ARTICLE 11—CHANGES TO THE CONTRACT.....	60
ARTICLE 12—CLAIMS	64
ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK	65
ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK	70
ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD	73
ARTICLE 16—SUSPENSION OF WORK AND TERMINATION.....	81
ARTICLE 17—FINAL RESOLUTION OF DISPUTES.....	83
ARTICLE 18—MISCELLANEOUS.....	83

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2 - BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement Section 7.01 for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidding Documents and plans can be obtained from Gary Lide at 1500 E. Nir Shreibman Boulevard, La Vergne, TN 37086 (glide@lavernetn.gov). BIDDING DOCUMENTS WILL BE PROVIDED IN DIGITAL FORMAT ONLY. Bidders are responsible for printing out any paper sets. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic

Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 7 days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is TDOT prequalified, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4 - PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to

discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner 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.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Owner's Safety Program

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.04 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

All questions related to the Proposal Contract, Plans, Specifications, or Special Provisions shall be directed to the Engineer, **Ben Vondenbrink, P.E. at Kimley-Horn and Associates, Inc., 10 Lea Avenue, Suite 400, Nashville, TN 37210, Ben.Vondenbrink@kimley-horn.com by 5:00 PM on August 22nd, 2025 (or 7 calendar days before bid letting if bid period is extended).**

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five (5)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until **seven calendar days after final execution of the contract between the Owner and the successful bidder (see Article 20)**, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 - BASIS OF BID

13.01 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 - SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 - MODIFICATIONS AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 16 - OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 - BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.
- 20.02 The Notice of Award will be issued after the evaluation of bids as described in Article 18 above and after successful vote of the City of La Vergne Board of Mayor and Aldermen. **The estimated timetable for the evaluation of bids and Notice of Award is 90 calendar days.**

ARTICLE 21 - SALES AND USE TAXES

- 21.01 The Contractor is NOT exempt from Tennessee state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must be included in the Bid.

ARTICLE 22 - CONTRACTS TO BE ASSIGNED

- 22.01 Owner has not executed contracts for materials and equipment to be furnished and delivered to the Site for installation by Contractor.

SIGNATURE SHEET:

CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all information as required in this solicitation.

COMPANY NAME: MasTec Civil, LLC

ADDRESS: 10790 NW 127 Street

Medley, Florida 33178

TELEPHONE: 305-670-7585 FAX: 305-670-7462

EMAIL: amendoza@mastec-civil.com

******SIGN AND SUBMIT WITH BID PACKAGE******

BID FORM:

**CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

OWNER AND BIDDER

This Bid is submitted to: **City of La Vergne**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Tennessee; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- F. Required Bidder Qualification Statement with supporting data;
- G. A Certificate of Insurance will be required prior to award of contract.

BASIS OF BID—UNIT PRICES

Unit Price Bids

Bidder will perform the following Work at the indicated in unit prices in the attached Bid Schedule below.

Bidder acknowledges that:

each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages.

BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

Bid Acceptance Period

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Instructions to Bidders

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

Bidder's Representations

In submitting this Bid, Bidder represents the following:

Bidder has examined and carefully studied the Bidding Documents, including Addenda.

Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Bidder's Certifications

The Bidder certifies the following:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

Bidder has not solicited or induced any individual or entity to refrain from bidding.

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	210,000.00	210,000.00
	201-01	CLEARING AND GRUBBING	LS	1	363,000.00	363,000.00
	202-01.13	REMOVAL OF PIPE (6" WATER)	L.F.	435	17.00	7,395.00
	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	2705	5.00	13,525.00
(1)(2)	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	44418	10.00	444,180.00
	203-01.29	ROCK EXCAVATION	C.Y.	200	85.00	17,000.00
(3)	203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	57472	11.00	632,192.00
(3)	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	3993	4.00	15,972.00
(4)	203-05	UNDERCUTTING	C.Y.	10000	6.00	60,000.00
(5)	203-06	WATER	M.G.	515	20.00	10,300.00
	204-08	FOUNDATION FILL MATERIAL	C.Y.	29	135.00	3,915.00
	209-02.05	12" TEMPORARY SLOPE DRAIN	L.F.	480	46.00	22,080.00
	209-05	SEDIMENT REMOVAL	C.Y.	680	23.00	15,640.00
	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	710	6.00	4,260.00
	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	4675	2.15	10,051.25
	209-08.07	ROCK CHECK DAM	EACH	126	695.00	87,570.00
	209-08.08	ENHANCED ROCK CHECK DAM	EACH	15	695.00	10,425.00
	209-09.04	SEDIMENT FILTER BAG (15' X 10')	EACH	2	545.00	1,090.00
	209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	60	140.00	8,400.00
	209-40.46	CATCH BASIN FILTER ASSEMBLY(TYPE 6)	EACH	49	590.00	28,910.00
	209-40.47	CATCH BASIN FILTER ASSEMBLY(TYPE 7)	EACH	8	590.00	4,720.00
	209-65.14	TEMPORARY IN STREAM DIVERSION	LF	490	47.67	23,358.30
(6)(7)(8)(9)	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	15,895	30.00	476,850.00
(10)	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	17	57.00	969.00
	306-01.01	PORTLAND CEMENT CONCRETE BASE (PLAIN) 6"	S.Y.	145	104.00	15,080.00
	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	3745	93.00	348,285.00
(11)(12)	307-01.07	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M	TON	2745	104.00	285,480.00
	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	38	1,150.00	43,700.00
	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	135	128.00	17,280.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	16	1,070.00	17,120.00
	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	3530	4.50	15,885.00

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
(13)(14)	411-01.10	ACS MIX(PG64-22) GRADING D	TON	2145	133.00	285,285.00
	415-01.01	COLD PLANNING BITUMINOUS PAVEMENT	TON	225	47.00	10,575.00
(15)	604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	60	580.00	34,800.00
	604-02.01	CLASS A CONCRETE (BOX BRIDGES)	C.Y.	180	2,135.00	384,300.00
	604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	L.B.	35,548	1.65	58,654.20
(16)	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	3,260	64.00	208,640.00
(16)	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	380	103.00	39,140.00
(16)	607-05.04	24" CONCRETE PIPE CULVERT (CLASS V)	L.F.	145	145.00	21,025.00
(16)	607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	130	120.00	15,600.00
(16)	607-08.02	42" CONCRETE PIPE CULVERT (CLASS III)	L.F.	100	175.00	17,500.00
(16)	607-09.02	48" CONCRETE PIPE CULVERT (CLASS III)	L.F.	140	235.00	32,900.00
(16)	607-11.02	60" CONCRETE PIPE CULVERT (CLASS V)	L.F.	270	570.00	153,900.00
	611-01.03	MANHOLES, > 8' - 12' DEPTH	EACH	1	8,300.00	8,300.00
	611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	53	2,200.00	116,600.00
	611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	2467	2.60	6,414.20
	611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	12	4,500.00	54,000.00
	611-07.32	24IN ENDWALL (SIDE DRAIN)	EACH	4	5,900.00	23,600.00
	611-07.58	24IN ENDWALL (CROSS DRAIN) 4:1	EACH	4	3,000.00	12,000.00
	611-07.60	30IN ENDWALL (CROSS DRAIN) 3:1	EACH	1	4,600.00	4,600.00
	611-07.61	30IN ENDWALL (CROSS DRAIN) 4:1	EACH	3	5,500.00	16,500.00
(17)	611-09.11	ADJUSTMENT OF EXISTING CATCHBASIN	EACH	1	12,800.00	12,800.00
	611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	26	5,800.00	150,800.00
	611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	18	6,000.00	108,000.00
	611-12.03	CATCH BASINS, TYPE 12, > 8' - 12' DEPTH	EACH	4	9,400.00	37,600.00
	611-12.06	CATCH BASINS, TYPE 12, > 20' - 24' DEPTH	EACH	1	19,500.00	19,500.00
	611-12.07	CATCH BASINS, TYPE 12, > 24' - 28' DEPTH	EACH	2	16,000.00	32,000.00
	611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	8	10,000.00	80,000.00
	701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	62000	6.50	403,000.00
	701-02.03	CONCRETE CURB RAMP	S.F.	1165	18.75	21,843.75
	701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	125	470.00	58,750.00
	702-01	CONCRETE CURB	C.Y.	35	920.00	32,200.00
	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	740	450.00	333,000.00

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	705-04.10	EARTH PAD FOR GUARD RAIL END TREATMENT	EACH	9	2,100.00	18,900.00
	705-06.01	W BEAM GR (TYPE 2) MASH TI-3	L.F.	3700	30.00	111,000.00
	705-06.03	RADIUS RAIL	L.F.	80	60.00	4,800.00
	705-06.10	GR TERMINAL TRAILING END (TYPE 13) MASH TL-3	EACH	9	1,700.00	15,300.00
	705-06.11	GR TERMINAL (IN-LINE) MASH TI-3	EACH	4	1,600.00	6,400.00
	705-06.30	GR TERMINAL (ENERGY ABSORBING) MASH TI-2	EACH	9	3,600.00	32,400.00
	706-10.26	ROUNDED END ELEMENT	EACH	4	590.00	2,360.00
	707-01.01	CHAIN-LINK FENCE (4-FOOT)	L.F.	215	42.00	9,030.00
	707-06.01	REMOVAL OF FENCE (STA. 208+40 TO STA. 210+00)	L.F.	225	6.50	1,462.50
	707-06.03	REMOVAL AND RESET FENCE (STA. 101+50.00 TO STA. 102+50.00)	L.F.	100	38.00	3,800.00
	707-06.04	REMOVAL AND RESET GATE (STA. 208+24.00 TO STA. 208+39.00)	EACH	1	2,000.00	2,000.00
	707-08.01	FENCE (RESET EXIST. FENCE STA. 208+40 TO STA. 210+00)	L.F.	225	19.00	4,275.00
	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	1020	3.50	3,570.00
(18)(19)	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	3710	52.00	192,920.00
(20)(21)	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	921	82.00	75,522.00
(22)	709-05.08	MACHINED RIP-RAP (CLASS B)	TON	415	92.00	38,180.00
	710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	11695	13.00	152,035.00
	712-01	TRAFFIC CONTROL	LS	1	75,000.00	75,000.00
	712-01.05	FLAGMAN	HOURL	175	88.00	15,400.00
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	60	47.00	2,820.00
	712-05.01	WARNING LIGHTS (TYPE A)	EACH	12	35.00	420.00
	712-07.03	TEMPORARY BARRICADE (TYPE III)	EACH	30	270.00	8,100.00
	712-06	SIGNS (CONSTRUCTION)	S.F.	620	7.50	4,650.00
	713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	70	6.00	420.00
	713-11.01	"U" SECTION STEEL POST	LB.	440	4.50	1,980.00
	713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	720	4.50	3,240.00
	713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	120	16.80	2,016.00
	713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	115	17.00	1,955.00
	713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	81.00	81.00
	716-01.21	SNPLWBLE PVMET MRKRS (BI-DIR) (1 COLOR)	EACH	253	42.00	10,626.00
	716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	100	31.00	3,100.00
	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	92	40.00	3,680.00

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	445	23.00	10,235.00
	716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	235.00	1,410.00
	716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	610	3.00	1,830.00
	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	71	53.00	3,763.00
(23)	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	5.2	1285.00	6,682.00
(24)	716-08.01	REMOVAL OF PAINT MARKING (LINE)	L.F.	7800	2.50	19,500.00
(25)	716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	3.1	9,000.00	27,900.00
	717-01	MOBILIZATION	LS	1	445,000.00	445,000.00
(26)(27)	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	3610	3.75	13,537.50
(28)	740-10.04	GEOTEXTILE (TYPE IV)(STABILIZATION)	S.Y.	5500	4.00	22,000.00
(29)	795-01.04	6IN DIP SLIP JOINT WATER LINE	L.F.	105	110.00	11,550.00
(29)	795-01.06	8IN DIP SLIP JOINT WATER LINE	L.F.	2335	85.00	198,475.00
(29)	795-01.10	12IN DIP SLIP JOINT WATER LINE	L.F.	4000	125.00	500,000.00
(29)	795-01.26	2IN DIP SLIP JOINT WATER LINE	L.F.	575	77.00	44,275.00
(30)	795-08.04	6IN GATE VALVE ASSEMBLY	EACH	7	3,000.00	21,000.00
(30)	795-08.05	8IN GATE VALVE ASSEMBLY	EACH	9	3,500.00	31,500.00
(30)	795-08.09	12IN GATE VALVE ASSEMBLY	EACH	14	5,400.00	75,600.00
(30)	795-10.05	2IN AUTO AIR RELEASE VALVE ASSEMBLY	EACH	1	1450.00	1450.00
(31)	795-11.02	FIRE HYDRANT ASSEMBLY	EACH	7	10,000.00	70,000.00
(31)	795-13.01	DI FITTINGS	L.B.	11505	9.00	103,545.00
(32)	797-01.30	FLOWABLE FILL TRENCH PLUG	C.Y.	15	520.00	7,800.00
	797-05.86	18IN FSP GRAVITY SEWER >18FT DEPTH	L.F.	245	370.00	90,650.00
(33)	797-06.94	OPEN CUT 30IN STEEL CASING PIPE	L.F.	160	750.00	120,000.00
(34)	797-07.14	60IN MANHOLES, 6FT - 8FT DEPTH	EACH	4	6000.00	24,000.00
(35)	797-11.35	REMOVE EXISTING SEWER 15IN - 24IN	L.F.	235	20.00	4,700.00
(36)	801-02	SEEDING (WITHOUT MULCH)	UNIT	350	37.00	12,950.00
	801-03	WATER (SEEDING & SODDING)	M.G.	405	50.00	20,250.00
	803-01	SODDING (NEW SOD)	S.Y.	40310	5.50	221,705.00
	805-01.01	TURF REINFORCEMENT MAT (CLASS I)	S.Y.	870	4.25	3697.50
	805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	18950	1.00	18,950.00

FOOTNOTES (FN):

(1)	INCLUDES 1075 TONS FOR TEMPORARY BERM.
(2)	INCLUDES QUANTITIES FOR REPLACEMENT AFTER CONSTRUCTION PHASES.
(3)	SEE GRADING SPECIAL NOTES ON SHEET 2D.
(4)	THE CONTRACTOR SHALL UNDERCUT ALL MATERIAL THAT IS DEEMED TO BE UNSUITABLE MATERIAL BY THE GEOTECH. UNSUITABLE MATERIAL SHALL BE MATERIAL THAT IS DETERMINED BY THE GEOTECH TO BE UNSUITABLE IN ITS NATURAL LOCATION AND CONDITION FOR ROADWAY OR STRUCTURAL FOUNDATION. THE QUANTITY SHOWN FOR THIS ITEM SHALL BE CONSIDERED APPROXIMATE AND IS INDICATED FOR BID COMPARISON ONLY, AND NO GUARANTEE IS MADE THAT THE QUANTITIES SHOWN WILL NOT BE REDUCED OR INCREASED ONCE THE GEOTECH REPORT IS COMPLETE.
(5)	INCLUDES 180 M.G. FOR BASE MATERIAL AND 335 M.G. EMBANKMENT
(6)	INCLUDES 420 TONS FOR TEMPORARY PAVEMENT.
(7)	INCLUDES 15086 TONS FOR AGGREGATE BASE FOR PAVING.
(8)	INCLUDES 99 TONS FOR PERMANENT DRIVEWAYS AND 230 TONS FOR TEMPORARY DRIVEWAY.
(9)	INCLUDES 60 TONS FOR PAVEMENT REPAIR FOR UTILITY CONSTRUCTION.
(10)	INCLUDES 17 TON FOR CULVERT PROTECTION TYPE 1.
(11)	INCLUDES 210 TONS FOR TEMPORARY PAVEMENT. INCLUDES 33 TONS FOR PERMANENT DRIVEWAYS.
(12)	INCLUDES 5 TONS FOR PAVEMENT REPAIR FOR UTILITY CONSTRUCTION.
(13)	INCLUDES 99 TONS FOR TEMPORARY PAVEMENT. INCLUDES 23 TONS FOR PERMANENT DRIVEWAYS
(14)	INCLUDES 5 TONS FOR PAVEMENT REPAIR FOR UTILITY CONSTRUCTION.
(15)	FOR USE AS TRUCK APRONS ON THE ROUNDABOUT.

(16)	BEDDING MATERIAL SHALL BE INCLUDED IN COST OF PIPE.
(17)	ADJUST TOP OF EXISTING CATCH BASIN ON SEA BREEZE AND CONVERT TO MANHOLE (MH-01),
(18)	INCLUDES 3500 TONS FOR UNDERCUT.
(19)	INCLUDES 210 TONS FOR TEMPORARY CONSTRUCTION EXITS.
(20)	INCLUDES 115 TONS FOR CULVERT PROTECTION TYPE 1 .
(21)	INCLUDES 806 TONS FOR SPECIAL DITCHES.
(22)	INCLUDES 415 TONS FOR RIP-RAP APRONS.
(23)	TO BE USED ONLY DURING CONSTRUCTION AS TEMPORARY CONSTRUCTION MARKINGS.
(24)	ITEM TO BE USED TO REMOVE EXISTING PAINT MARKINGS IN CONFLICT WITH TRAFFIC CONTROL PHASING.
(25)	INCLUDES QUANTITIES FOR REPLACEMENT AFTER CONSTRUCTION PHASES
(26)	INCLUDES 620 S.Y. FOR TEMPORARY CONSTRUCTION EXITS.
(27)	INCLUDES 1615 S.Y. FOR CLEAN WATER DITCHES DURING CONSTRUCTION PHASES.
(28)	ITEM TO BE USED FOR CONDUIT.
(29)	INCLUDES ALL MATERIALS, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, MATERIALS, EQUIPMENT, EXCAVATION IN BOTH UNCONSOLIDATED AND ROCK, REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL, ENVELOPE/BEDDING MATERIAL, BACKFILLING, FLOWABLE FILL, THRUST BLOCKING, CONCRETE DEADMAN, PIPE FUSION, TRACER WIRE, WARNING TAPE, APPURTENANCES, TEMPORARY/PERMANENT SHORING, MAINTAINING THE TRENCH, TESTING, FLUSHING, DISINFECTION, BACTERIOLOGICAL SAMPLING, TEMPORARY/PERMANENT SURFACE RESTORATION, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS.

(30)	INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO FITTINGS, VALVE, VALVE STEM EXTENSIONS, VALVE BOX AND COVER, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, BLOCKING, AND TRAFFIC CONTROL.
(31)	INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS OR APPARATUS NECESSARY FOR INSTALLATION OF ASSEMBLIES AS DESCRIBED IN THE PLANS AND SPECS EXCEPT FOR SERVICE LINE WHICH IS PAID SEPERATELY FOR EACH FOOT INSTALLED.
(32)	INCLUDES FITTINGS, GLANDS, AND RESTRAINT DEVICES DESCRIBED IN POUNDS
(33)	INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR COMPLETE EXCAVATION INCLUDING BUT NOT LIMITED TO BEDDING, BACKFILLING, THRUST BLOCKING, PIPE FUSION, APPURTENANCES, FLOWABLE FILL, MAINTAINING THE TRENCH, TESTING, CHECK DAMS, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE FOR GRAVITY SEWER LINES OR FORCE MAINS AS SPECIFIED ON THE PLANS. DUCTILE IRON PIPE GRAVITY SEWER LINES SHALL BE EPOXY LINED.
(34)	INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO CASING PIPE, PIPE SPACERS, CASING END SEALS, STONE BACKFILL, TEMPORARY PAVEMENT, AND ANY OTHER APPURTENANCE TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS, AND TRAFFIC CONTROL
(35)	INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY FOR INSTALLATION OF PRECAST MANHOLE BOTH PREFORMED BASE OR OPEN BOTTOM (DOGHOUSE), INCLUDING BUT NOT LIMITED TO VENT ASSEMBLY (WHERE REQUIRED), CRUSHED STONE, PIPE TO MANHOLE CONNECTORS, EXCAVATION, BACKFILL, BUTYL RESIN GASKET, MANHOLE STEPS, ASPHALTIC WATERPROOFING, FRAME AND COVER, AND TRAFFIC.
(36)	INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR RETIRE IN PLACE OR REMOVE ITEMS AS SPECIFIED ON THE BID FORM INCLUDING TRAFFIC CONTROL.

Total in Words: Eight million , nine hundred forty-nine thousand,
eight hundred fifty-seven dollars and twenty cents.

BIDDER hereby submits this Bid as set forth above:

Bidder: MasTec Civil, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Andres G. Mendoza, P.E.
(typed or printed)

Title: President
(typed or printed)

Date: 10/07/2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: Andres G. Mendoza, P.E.
(typed or printed)

Title: President
(typed or printed)

Phone: 305-670-7585 ext. 101

Email: amendoza@mastec-civil.com

Address: 10790 NW 127 Street
Medley, FL 33178

Bidder's Contractor License No.: (if applicable) 82010

Bond Numbers: 576230-TRAV-2025-601
576230-CHUB-2025-071
576230-LIB-2025-070

BID FORM:

Contractor Name: MasTec Civil, LLC Address (principal place of business): 10790 NW 127 Street Medley, FL 33178	Surety Travelers Casualty and Surety Company of America Federal Insurance Company Name: Liberty Mutual Insurance Company Address (principal place of business): One Tower Square, Hartford, CT 06183 202B Hall's Mill Road, Whitehouse Station, NJ 08889 175 Berkeley Street, Boston, MA 02116
Owner Name: City of La Vergne Mailing address (principal place of business): 5093 Murfreesboro Road La Vergne, TN 37086	Contract Description (name and location): Blair Road West Extension Contract Price: Estimated \$11,000,000 Effective Date of Contract: n/a
Bond Bond Amount: Five Percent of Amount Bid-----5% Date of Bond: October 7, 2025 (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 Mastec Civil, LLC (Full formal name of Contractor)	Surety Travelers Casualty and Surety Company of America Federal Insurance Company Liberty Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: <u>Andres G. Mendoza, P.E.</u> (Printed or typed)	Name: <u>Gicelle Pajon</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: <u>A. Brent Marley, P.E.</u> (Printed or typed)	Name: <u>Camille M. Cruz</u> (Printed or typed)
Title: <u>Vice President</u>	Title: <u>Surety Witness</u>
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.	



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gicelle Pajon of Sunrise Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

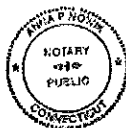
City of Hartford ss.

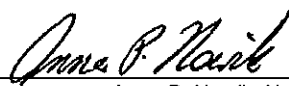
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

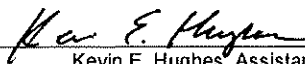
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of October, 2025.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB

Power of Attorney

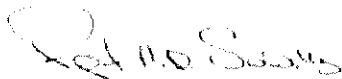
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Gicelle Pajon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

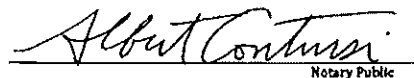
SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

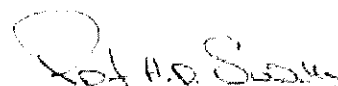
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 7, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gicelle Pajon

all of the city of Sunrise, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ALTERNATE BID SCHEDULE FOR GAS RELOCATION

FN	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
(1)	1	4 IN HDPE GAS MAIN	L.F.	727	80.00	58,160.00
(1)	2	6 IN HDPE GAS MAIN	L.F.	907	104.00	94,328.00
(2)	3	4 IN BALL VALVE	EACH	1	1,650.00	1,650.00
(2)	4	6 IN BALL VALVE	EACH	4	1,800.00	7,200.00
(3)	5	10 IN HDPE CASING PIPE, HDD	L.F.	106	385.00	40,810.00
(3)	6	12 IN HDPE CASING PIPE, HDD	L.F.	85	430.00	36,550.00
(4)	7	CUT AND CAP EXISTING 4 IN LINE	EACH	1	875.00	875.00
(5)	8	CUT AND CAP EXISTING 6 IN LINE	EACH	2	1,315.00	2,630.00
(5)	9	CONNECT TO EXISTING 4 IN PE MAIN	EACH	1	2,800.00	2,800.00
(5)	10	CONNECT TO EXISTING 6 IN PE MAIN	EACH	2	6,600.00	13,200.00
(6)	11	TRACER WIRE BOX	EACH	1	950.00	950.00

ALTERNATE FOOTNOTES (FN):

(1)	INCLUDES ALL MATERIALS INCLUDING STONE BEDDING, FLOWABLE FILL, TEMPORARY PAVEMENT IN OR OUT OF RIGHT-OF-WAY, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO, EXCAVATION INCLUDING UNCONSOLIDATED SOIL AND ROCK, BACKFILLING, COUPLINGS, FITTINGS, PIPE FUSION, APPURTENANCES, MAINTAINING THE TRENCH, PURGE POINT INSTALLATION, TESTING BY UTILITY SPECIFICATIONS, TO INCLUDE BUT NOT LIMITED TO AIR, NITROGEN, HYDROSTATIC, DEW POINT OR DRYING, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS. ALL PE PIPE SHALL BE PLEXCO 3408 "YELLOWSTRIPE" PIPE OR APPROVED EQUAL.
(2)	INCLUDES TRANSITION FITTINGS, VALVES, VALVE BOX, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, COUPLINGS, FUSION TEES, TAP OF EXISTING LINE, AND ALL OTHER NECESSARY MATERIALS AND LABOR FOR COMPLETE INSTALLATION OF ASSEMBLY INCLUDING TRAFFIC CONTROL.
(3)	INCLUDES ALL MATERIALS, LABOR, EQUIPMENT, AND TRAFFIC CONTROL, INCLUDING BUT NOT LIMITED TO FLUID CONTAINMENT FOR COMPLETE HORIZONTAL DIRECTIONAL DRILLING, INSTALLATION OF CASING PIPE, OR UNCASSED CARRIER PIPE IN BOTH UNCONSOLIDATED SOIL OR ROCK. IF CASING PIPE HAS CARRIER PIPE, THE CARRIER PIPE SHALL BE PAID AT THE OPEN CUT ITEM PRICE.
(4)	INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR RETIREMENT OF ITEM INCLUDING STABILIZING THE ITEM OF PLANT PER UTILITY SPECIFICATIONS.
(5)	INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO CONNECT TO AN EXISTING GAS LINE OR GAS VALVE, REGARDLESS OF SIZE OR MATERIAL.
(6)	INCLUDES ALL MATERIAL, LABOR AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF TRACER WIRE BOX, INCLUDING EXCAVATION, BEDDING, BACKFILL, BOX, TRACERWIRE, GRADING AND FINAL SURFACE RESTORATION AND PAVING. ALL TRACER WIRE SHALL BE AWG 12 SOLID COPPER WIRE. WIRE SHALL BE TAPED TO TOP OF PIPE AND PULLED INTO EACH VALVE BOX WITH MIN 5FT OF EXCESS WIRE. SHALL NOT BE WRAPPED AROUND VALVE.

Total in Words: Two hundred fifty-nine thousand one hundred fifty-three dollars, and zero cents.

BIDDER hereby submits this Bid as set forth above:

Bidder:

MasTec Civil, LLC

(typed or printed name of organization)

By:

(individual's signature)

Name: Andres G. Mendoza, P.E.

(typed or printed)

Title: President

(typed or printed)

Date: 10/07/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: Andres G. Mendoza, P.E.

(typed or printed)

Title: President

(typed or printed)

Phone: 305-670-7585 ext. 101

Email: amendoza@mastec-civil.com

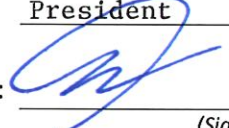
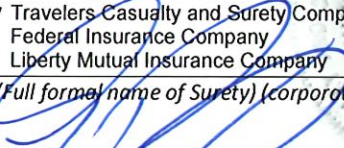
Address:

10790 NW 127 Street

Medley, FL 33178

Bidder's Contractor License No.: (if applicable) 82010

ALTERNATE BID BOND

Bidder Name: MasTec Civil, LLC Address (principal place of business): 10790 NW 127 Street Medley, FL 33178	Surety Travelers Casualty and Surety Company of America Name: Federal Insurance Company Liberty Mutual Insurance Company Address (principal place of business): One Tower Square, Hartford, CT 06183 202B Hall's Mill Road, Whitehouse Station, NJ 08889 175 Berkeley Street, Boston, MA 02116
Owner Name: City of La Vergne Address (principal place of business): 5093 Murfreesboro Road La Vergne, TN 37086	Bid Project (name and location): Blair Road West Extension Bid Due Date: October 7, 2025
Bond Penal Sum: Five Percent of Amount Bid-----5% Date of Bond: October 7, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder MasTec Civil, LLC  (Full formal name of Bidder) By: _____ (Signature) Name: <u>Andres G. Mendoza</u> (Printed or typed) Title: <u>President</u> Attest:  (Signature) Name: <u>A. Brent Marley</u> (Printed or typed) Title: <u>Vice President</u>	Surety Travelers Casualty and Surety Company of America Federal Insurance Company Liberty Mutual Insurance Company  (Full formal name of Surety) (corporate seal) By: _____ (Signature) (Attach Power of Attorney) Name: <u>Gicelle Pajon</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Camille M. Cruz</u> (Printed or typed) Title: <u>Surety Witness</u>
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gicelle Pajon of Sunrise, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

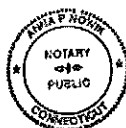
City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of October, 2025.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Power of Attorney

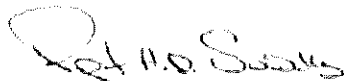
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Gicelle Pajon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

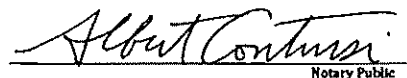
SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

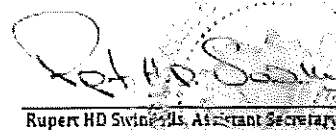
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 7, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gicelle Pajon

all of the city of Sunrise, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PAYMENT BOND

Contractor Name: _____ Address (principal place of business): _____	Surety Name: _____ Address (principal place of business): _____
Owner Name: _____ Mailing address (principal place of business): _____	Contract Description (name and location): _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> 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
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

12. 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.
13. 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.
14. 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.
15. 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.
16. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 16.1. Claimants who do not have a direct contract with the Contractor
 - 116..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
 - 116..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 16.2. 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).
17. 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.
18. 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:
 - 18.1. 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
 - 18.2. Pay or arrange for payment of any undisputed amounts.
 - 18.3. 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 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Definitions
 - 27.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 127..1. The name of the Claimant;
 - 127..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 127..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;
 - 127..4. A brief description of the labor, materials, or equipment furnished;

- 127..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;
 - 127..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 127..7. The total amount of previous payments received by the Claimant; and
 - 127..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 27.2. *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.
- 27.3. *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.
- 27.4. *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.
- 27.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
28. 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.

PERFORMANCE BOND

Contractor Name: _____ Address (principal place of business): _____ 	Surety Name: _____ Address (principal place of business): _____
Owner Name: _____ Mailing address (principal place of business): _____ 	Contract Description (name and location): _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> 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
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

29. 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.
30. 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.
31. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 31.1. 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;
 - 31.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 31.3. 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.
32. 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.
33. 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:
 - 33.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 33.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 33.3. 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
 - 33.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

34. 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.
35. 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:
- 35.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 35.2. 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
- 35.3. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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 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.

42. Definitions

- 42.1. *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.
 - 42.2. *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.
 - 42.3. *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.
 - 42.4. *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.
 - 42.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
43. 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.

NOTICE TO PROCEED:

CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION

Owner: _____ Owner's Project _____
Engineer: _____ Engineer's Project _____
Contractor: _____ Contractor's _____
Project: _____
Contract _____
Effective Date of _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is _____, and
the date by which readiness for final payment must be achieved is _____.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: _____
By _____
Name _____
Title: _____
Date _____

Copy: Engineer

ARTICLE 23—GENERAL INFORMATION**23.1 Provide contact information for the Business:**

Legal Name of Business:	MasTec Civil, LLC		
Corporate Office			
Name:	Andres G. Mendoza	Phone number:	305 670-7585
Title:	President	Email address:	amendoza@mastec-civil.com
Business address of corporate office:	10790 NW 127 Street		
	Medley, FL 33178		
Local Office			
Name:	Thomas Advocat	Phone number:	305 206-0343
Title:	Senior Estimator	Email address:	tadvocat@mastec-civil.com
Business address of local office:	2525 Perimeter Place Drive, Suite #205		
	Nashville, TN 32714		

23.2 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	MasTec Civil, LLC		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	11/16/1987	State in which Business was formed:	FL
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

23.3 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	MasTec Corp.	Affiliation:	Parent Company
Address:	800 S. Douglas Road, #1200, Coral Gables, FL 33134		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

23.4 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Andres G. Mendoza, P.E.	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	\$ Open
Name:	A. Brent Marley, P.E.	Title:	Vice President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	\$ Open
Name:	Luciano LoGiudice	Title:	Chief Financial Officer
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$ Open
Name:	Adriano Volpi	Title:	Vice President

ARTICLE 24—LICENSING

24.1 Provide information regarding licensure for Business:

Name of License:	Contractors License		
Licensing Agency:	State of Tennessee Department of Commerce & Ins.		
License No:	82010	Expiration Date:	09/30/2026
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 25—DIVERSE BUSINESS CERTIFICATIONS

25.1 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



MASTEC CIVIL, LLC

417989

ID NUMBER: 82010
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

MASTEC CIVIL, LLC
10790 NW 127 STREET
MEDLEY, FL 33178

State of Tennessee

417989

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
MASTEC CIVIL, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 82010
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2026
UNLIMITED; HC; HRA



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

UNLIMITED; HC; HRA



September 9, 2024

MASTEC CIVIL, LLC
10790 NW 127 STREET
MEDLEY, FL 33178

RE: Contractor's License

Approved Dear Contractor,

Your application for a Tennessee contractor's license was reviewed and approved by the Board for Licensing Contractors. You may confirm the status online at <http://verify.tn.gov>. You should receive the original license certificate by mail within the next 10 – 14 business days. The following is confirmation of your license status:

License number:	82010
Classification and Monetary Limit:	UNLIMITED; HC; HRA
Qualifying Agent:	Andres Mendoza
Expiration Date:	September 30, 2026

You may download a copy of the certificate through your online account at <http://core.tn.gov>. The option to download the certificate will be found on the Quick Menu page, under Manage your license information. If you do not have an online account, one may be sent up at <http://core.tn.gov> and you will need the following information:

License number:	82010
Entity number:	2379734
Zip Code:	33178

If you have any questions, feel free to contact us at 615-741-8307 or contractor.app@tn.gov.

Sincerely,

Tennessee Board for Licensing
Contractors New Applications
Section

ARTICLE 26—SAFETY

26.1 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Richard Munoz		
Safety Certifications			
Certification Name		Issuing Agency	Expiration
OSHA 502		OSHA	01/19/2026
CSMC		NASP	06/01/2026

26.2 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
MasTec Civil, LLC	.70	.44	514787	.67	.00	394376	.67	3.32	

ARTICLE 27—FINANCIAL

27.1 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Truist Bank		
Business address:	10790 NW 127 Street Medley, FL 33178		
Date of Business's most recent financial statement:	08/31/2025	☐ Attached	
Date of Business's most recent audited financial statement:	11/30/2024	☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			1.29
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			0.97

ARTICLE 28—SURETY INFORMATION

- 28.1 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers/Federal /Liberty		
Surety is a corporation organized and existing under the laws of the state of:		CT/NJ/MA	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):		One Tower Square, Hartford , CT 06183	
		202B Halls Mill Road, Whitehouse Station, NJ 08889	
		175 Berkeley Street, Boston, MA 02116	
Physical Address (principal place of business):		Agent: Marsh USA, LLC	
		830 Brickell Plaza, Suite 3300	
		Miami, FL 33131	
Phone (main):	305 588-5875	Phone (claims):	

ARTICLE 29—INSURANCE

- 29.1 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
ACE American Insurance Company		CGL/AUTO	
Indemnity Insurance Co of North America		WC	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):		MARSH USA LLC (AGENT)	
		Two Alliance Center	
		3560 Lenox Road, SUite 2400, Atlanta, GA 30326	
Physical Address (principal place of business):		Same as above	
Phone (main):	404 995-3000	Phone (claims):	

ARTICLE 30—CONSTRUCTION EXPERIENCE

30.1 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	260
Estimate of revenue for the current year:	250M
Estimate of revenue for the previous year:	133M

30.2 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:		38 years	
As a general contractor:	38	As a joint venturer:	38
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

30.3 List all projects currently under contract in Schedule A and provide indicated information.

30.4 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

30.5 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 31—REQUIRED ATTACHMENTS

31.1 Provide the following information with the Statement of Qualifications:

1. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
2. Diverse Business Certifications if required by Paragraph 3.01.
3. Certification of Business's safety performance if required by Paragraph 4.02.
4. Financial statements as required by Paragraph 5.01.

5. Attachments providing additional information as required by Paragraph 8.02.
6. Schedule A (Current Projects) as required by Paragraph 8.03.
7. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
8. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
9. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: MasTec Civil, LLC
(typed or printed name of organization)

By: 
(individual's signature)

Name: Andres G. Mendoza, P.E.
(typed or printed)

Title: President
(typed or printed)

Date: 10/07/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization	MasTec Civil, LLC	Project Name	CSX Over I-4
Project Owner	FDOT District 1		
General Description of Project	T1035 CSX Railroad Bridges Over I-4		
Project Cost	\$34M	Date Project Completed	June 2027
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Keith Cole	Jason Ross	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager	Brian McKishnie, P.E.	CEI Project Engineer	Consort
			813 957-2341
			bmckishnie@consoreng.com
Project Owner	FDOT District 7	Project Name	I-275 Misc Structure
General Description of Project	E7P42 I-275/SR93 Misc Structure Build 1 Mile Seawall		
Project Cost	\$40M	Date Project Completed	Fall 2025
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Fernando Plaz	Michael Lily	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager	Amanda Glynn	CEI Project Engineer	RK&K
			910 352-6530
			aglynn@rkk.com
Project Owner	Halley Engineering/FDOT District 8	Project Name	Atlantic Blvd Interchange Improvements
General Description of Project	E8T44 Atlantic Blvd Interchange Improvements (Sawgrass Expressway MP 8)		
Project Cost	\$4.3M	Date Project Completed	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Alan Ruiz	Roberto Gonzalez	Richard Munoz
			N/A
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer	Susana Herrera	Vice President	Halley Engineering
			305 883-0085
			sherrera@halleyeng.com
Construction Manager			

Schedule A—Current Projects

Name of Organization	MasTec Civil, LLC	Project Name	US1 Notch Road over SCL Railroad
Project Owner	SCDOT		
General Description of Project	4083973 SCL RR Bridge Replacement		
Project Cost	\$17.5M	Date Project Completed	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Adam Steele		Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner	FDOT District 6	Project Name	Golden Glades Interchange
General Description of Project	T6413 Various Ramp Improvements/Interchange/Bridges		
Project Cost	\$908M	Date Project Completed	December 2031
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Felipe Porro	Lestor Rojas	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager	Raj Rangaswamy	Project Engineer	Consor Engineering
			954 448-5075
			raj@consoreng.com
Project Owner	City of Charleston Department of Parks	Project Name	Ashley River Crossing
General Description of Project	CP2007 Bicycle and Pedestrian Bridge		
Project Cost	\$73.8M	Date Project Completed	September 2027
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Brian Tolbert		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager	Jim O'Connor	Project Engineer	Johnson Mirmiran & Thompson
			843 779-3700
			jocannon@jmt.com

Schedule A—Current Projects

Name of Organization	MasTec Civil, LLC	Project Name	5th Street Baywalk Pedestrian Bridge
Project Owner	TCH 500 Alton		
General Description of Project	Pedestrian Bridge		
Project Cost	\$26.5M	Date Project Completed	November 2026
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Maciel Mustiga	Roberto Gonzalez	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			
Construction Manager	Sara Duffoo	Project Engineer	Pinnacle
			305 216-8840
			sduffoo@pinnececei.com
Project Owner	Alabama Port Authority/Ragnar Benson LLC	Project Name	Alabama Inter-Terminal Connector
General Description of Project	MSE Wall System/Bridges		
Project Cost	\$23.7	Date Project Completed	December 2026
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Grant Carlton	Michael Lilly	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer	Ragnar Benson		815 654-4700
Construction Manager			
Project Owner	FDOT District 4	Project Name	A1A Pump Stations to Sheridan Street
General Description of Project	T4681 Pump Stations to Sheridan Street in Broward County		
Project Cost	\$34M	Date Project Completed	Fall 2027
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Alan Ruiz	Pedro Cortez	Richard Munoz
Quality Control Manager			John Stebbins
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer	Ivanohe Hernandez	Project Engineer	FDOT
			954 486-1400
			ivanohe.hernandez@dot.state.fl.us
Construction Manager	Victor Zarzuela	Project Engineer	FJ Group
			786 718-9981
			vzarzuela@fjgroup.com

Schedule A—Current Projects

Name of Organization	MasTec Civil, LLC		Project Name	Boynton Beach Blvd Interchange	
Project Owner	FDOT District 4				
General Description of Project	T4691 Road Improvements				
Project Cost	\$64.2M		Date Project Completed	June 2028	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Matt Crist	Mauricio Patenico	Richard Munoz	John Stebbins	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	City of Spring Hill		Project Name	Buckner Lane Widening	
General Description of Project	Roadway Widening				
Project Cost	\$9.2M		Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Timothy Bea				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	SCDOT		Project Name	Bridge Over Twelve Mile Creek	
General Description of Project	Replacement of US378 Bridge Over Twelve Mile Creek in Lexington County				
Project Cost	\$12M		Date Project Completed	August 2027	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Adam Steele				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Shawn Buchanan				

Schedule B—Previous Experience with Similar Projects

Name of Organization	MasTec Civil, LLC	Project Name	T4505 NW 21st Ave Bridge
Project Owner	FDOT District 4		
General Description of Project			
Project Cost	\$7M	Date Project Completed	Dec 2020
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Matt Sturm	Olger Vidal	Rob Sullivan
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Francis Lewis, P.E.	Project Engineer	FDOT
Designer			954 958-7633
Construction Manager	Hernando Garces	Project Engineer	Creative Engineering
			954 243-7731
Project Owner	FDOT District 6	Project Name	E6M86 NE 203 Street SR5/US1 Rail Capacity
General Description of Project Intersection Improvements			
Project Cost	\$44M	Date Project Completed	March 2025
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Nick Reynolds	Daniel Franco	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Ivan Hay, P.E.	Project Engineer	FDOT
Designer			305 986-2575
Construction Manager	Sergio Gonzalez	Project Engineer	Pinnele
			786 229-7222
Project Owner	FDOT District 4	Project Name	SR9/195 NB Off Ramp at Indiantown Road
General Description of Project E4W59 Roadway Widening/Improvements			
Project Cost	\$18M	Date Project Completed	August 2025
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Matt Crist	Victor Marimon	Richard Munoz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Eduardo Caballero, P.E.	Project Engineer	FDOT
Designer			561 370-1104
Construction Manager	Thomas Emerson	Project Engineer	F & J Engineer
			954 495-5740
			temerson@fj-group.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Tim Bea	
Years of experience as project manager		15	
Years of experience with this organization		4	
Number of similar projects as project manager		14	
Number of similar projects in other positions		11	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
1-40/Donelson Pike		15%	08/2027
Buckner Lane		10%	12/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sarah Fugate	Name	Craig Jarboe
Title/Position	Resident Engineer	Title/Position	Construction Manager
Organization	TDOT	Organization	Thompson Engineering
Telephone	615-557-4491	Telephone	812-719-7429
Email	sarah.fugate@TN.gov	Email	cjarboe@thompsonengineering.com
Project	1-40/Donelson	Project	I-40/Donelson Pike
Candidate's role on project	Owner	Candidate's role on project	Owner's Representative
Project Superintendent			
Name of individual		Robert Ray	
Years of experience as project superintendent		21	
Years of experience with this organization		3	
Number of similar projects as project superintendent		21	
Number of similar projects in other positions		14	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
I-40/Donelson		10%	08/2027
Buckner Lane		10%	12/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ben Lawwell	Name	Chris Griffith
Title/Position	CEI Construction Manager	Title/Position	City Manager
Organization	Ragan Smith	Organization	Ctiy of Murfreesboro
Telephone	615-761-9552	Telephone	615-893-6441
Email	blawwell@ragansmith.com	Email	cgriffith@tn.gov
Project	Buckner Lane	Project	City of Murfreesboro
Candidate's role on project	Owner's Representative	Candidate's role on project	City Manager

Safety Manager			
Name of individual		Richard Munoz	
Years of experience as project manager		21	
Years of experience with this organization		3	
Number of similar projects as project manager		31	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment See Schedule A		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Travis Browning	Name	Emanuel Espinal
Title/Position	Divisional HSE Manager	Title/Position	Resident Engineer
Organization	Superior Construction	Organization	FDOT
Telephone	904-759-8754	Telephone	306-640-7414
Email	tbrowning@superiorconstruction.com	Email	emanuel.espinal@dot.state.fl.us
Project	Multiple	Project	Multiple
Candidate's role on project	Safety Manager	Candidate's role on project	Resident Engineer
Quality Control Manager			
Name of individual		Matthew Armstrong	
Years of experience as project superintendent		2.5	
Years of experience with this organization		Less than 1 yr	
Number of similar projects as project superintendent		3	
Number of similar projects in other positions		1	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
I-40 Donelson		15%	08/2027
Buckner Lane		15%	12/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ryan Lawrence	Name	Ben Lawwell
Title/Position	Estimating Manager	Title/Position	CEI Construction Manager
Organization	Superior Construction	Organization	Ragan Smith
Telephone	904-424-5973	Telephone	615-761-9952
Email	rlawrence@superiorconstruction.com	Email	blawwell@ragansmith.com
Project	Multiple	Project	Buckner Lane
Candidate's role on project	Estimator	Candidate's role on project	Owner's Representative

Timothy Bea, P.E.

Tcb005@hotmail.com • 1287 Craigleigh Dr, Nolensville, TN 37135 • (615) 330-2369

Experience

Twenty-three years of construction supervision working on projects with multiple public agencies. Proficient in project management, estimating, budgeting, change management, scheduling (P6), inspection, and quality control. Able to effectively manage large teams and turn over profitable, on time construction projects. Skilled in forming strong working relationships with engineers and owners.

Education

Valparaiso University

May 2002 Bachelor of Science in Civil Engineering

Employment/Projects

| Mastec Civil, Nashville, TN

Manager October 2024 – Present

Responsible for the overall management of heavy highway civil construction projects. Also assisted with the bidding of all projects within the Nashville Office.

Project Experience:

- Continuation of Project listed below.

| Superior Construction, Nashville, TN

July 2021 – October 2024

Responsible for the overall management of heavy highway civil construction projects. Also assisted with the bidding of all projects within the Nashville Office.

Project Experience:

- Tennessee Department of Transportation (2022-Present) - \$135 million Roadway and Bridge Reconstruction of the Donelson Pike and I-40 Interchange; Total reconstruction and relocation of 1.8 miles of Donelson pike including a new Diverging Diamond Interchange at I-40, 4 bridges, 6 retaining walls, and 1 noisewall. *Acting as Senior Project Manager.*

| FH Paschen, Chicago, IL

January 2005 – June 2021

Responsible for the overall management of multiple heavy highway civil construction projects and report directly to the Vice President.

Project Experience:

- Illinois Tollway (2020-2021) - \$248 million Roadway and Bridge Reconstruction on I-294, MP 17.5 to MP 19.7 and MP 22.3 to MP 24.1; Total reconstruction and widening of the NB and SB lanes including 4 bridge



replacements, Retaining walls, and Noisewalls. *Acting as Senior Project Manager.*

- Illinois Tollway (2019-2020) - \$185 million Mile Long Bridge; the 27 span bridge crosses 2 CNRR lines, the I&M Canal, the Chicago Sanitary and Shipping Canal, the Des Plaines River, and two BNSF Rail Yards. In addition to NB & SB mainline roadway work, the project also included the construction of NB and SB I-294 bridge over LaGrange Rd and 7 MSE Retaining Walls. *Acting as Senior Project Manager.*
- Chicago DOT (2017-2018) - \$28 million 41st Street Pedestrian Bridge over commuter and CN railways as well as South Lake Shore Drive. *Acting as Senior Project Manager.*
- Chicago Dept of Aviation (2016-present) - \$23 million construction of new bridge and ramps entering and existing the new CONRAC facility at O'Hare Airport. Work also included all concrete substructure and steel erection for extending existing train to facility. *Acting as Senior Project Manager.*
- Ozinga Ready Mix (2016) – Oversaw the design and construction of two new state of the art concrete plants. Projects totaled \$16 Million. *Acted as Senior Project Manager.*
- Illinois Tollway (2014-2015) – Oversaw the construction of various road and bridge reconstruction projects on the Elgin O'Hare Expressway. One of the projects included the new 2000' long I-290 flyover Bridge. Projects ranged from \$36 to \$45 Million. *Acted as Senior Project Manager.*
- Illinois Tollway (2013) - \$7 million concrete pavement repairs and miscellaneous toll plaza parking lot improvements along I-88 between the Fox River and I-294. *Acted as Lead Project Manager.*
- Chicago DOT (2012-2013) - \$30 million rehabilitation of the Torrence Avenue Vertical Lift Bridge on the south side of Chicago. *Acted as Lead Project Manager.*
- Metropolitan Water Reclamation District (2010-2015) - \$64 million construction of the Thornton Composite Reservoir, CSA in Thornton, IL. *Acted as Lead Project Manager.*
- Illinois Tollway (2007-2009) – Worked on various Road and Bridge reconstruction projects ranging from \$4.5 million to \$60 million. *Acted as Assistant Project Manager.*
- ISTHA (2005-2006) - \$75 million roadway and bridge reconstruction on I-294 from MP 4.06 to MP 5.39. *Acted as Quality Control Manager.*

| TY Lin International, Chicago, IL

May 2002 – January 2005

Responsible for ensuring the project was built to the contract plans and specifications, measured/tracked/documented all work performed by contractor.

Project Experience:

- CDOT (2004) - Total Bridge reconstruction of the Chicago Skyway Bridge over the Cal Sag River including new concrete deck, steel superstructure, and concrete piers. *Acted as Materials Coordinator.*

CDOT (2002 & 2003) - Total reconstruction of upper and lower Wacker Drive from State St. to Michigan Avenue. *Acted as Construction Inspector.*

Training/Certifications

- Professional Engineer
- OSHA 30 hour
- First Aid & CPR Certified

Robert Ray

General Superintendent

PROFILE

Robert Ray has over 20 years of experience as a General Superintendent with a proven track record of overseeing complex, large-scale civil construction projects from inception to completion. This professional excels at managing all aspects of field operations, including budget, schedule, safety, and quality control, while leading and mentoring field personnel. With a deep understanding of heavy civil construction, infrastructure, and site development, Robert is an expert at resolving on-site issues and ensuring strict compliance with all project specifications and safety protocols.

CONTACT INFORMATION

Email: rray@mastec-civil.com

Phone: (615) 454-7160

WORK EXPERIENCE

GENERAL SUPERINTENDENT | MASTEC CIVIL, LLC – NASHVILLE, TN |
2022 – PRESENT

TDOT – INTERSTATE I -40 INTERCHNAGE AT DONELSON PIKE

This project at the Interstate 40 Interchange at Donelson Pike (State Route 255), Exit 216, southeast of downtown Nashville, includes relocation of the interchange and the existing state route. The newly constructed exit will be a diverging diamond interchange (DDI). The DDI uses concrete dividers, stop bars, traffic signals, and extensive signage to guide motorists through the interchange. The purpose of this reconstruction project at the interchange will increase capacity, correct geometric deficiencies, and improve the overall operation of the interchange, providing efficient access to the airport, I-40, and other nearby businesses.

MNAA TARI PROJECT

This project included expanding BNA's terminal loop roadway, increasing the number of travel lanes, and enhancing parking access.

SPRING HILL BUCKNER LANE

This project consists of 0.854 miles of roadway widening, realignment, curb & gutter, underground drainage, and sidewalk. The intent of the project is to widen Buckner Lane from Duplex Road to north of Wades Crossing. The project includes improvements to Buckner Lane, Duplex Road, Sakari Circle, Nealcrest Circle South, Nealcrest Circle North, Maleventum Way, Belcor Drive, Savannah Park Drive, Wade Crossing, and adjacent driveways. Currently, this site is in a residential area and Buckner Lane connects to multiple neighborhoods.

**GRADING SUPERINTENDENT | GRADE A CONSTRUCTION – NASHVILLE, TN |
2018-2022**

Robert's responsibilities included overseeing multiple projects, ensuring safety and quality standards, managing field staff and subcontractors, coordinating resources, monitoring progress against schedules, and resolving field-level issues to keep the projects on track and within budget.

**GREEN HILL HIGH SCHOOL MOUNT JULIET, TN
LIBERTY CREEK ELEMENTARY SCHOOL/HIGH SCHOOL GALLITAIN, TN
TDOT CNU 264**

**SENIOR SUPERINTENDENT | HOOVER INC. NASHVILLE, TN |
2014-2018**

Robert's responsibilities included overseeing multiple projects, ensuring safety and quality standards, managing field staff and subcontractors, coordinating resources, monitoring progress against schedules, and resolving field-level issues to keep the projects on track and within budget.

**TDOT CNQ149
TDOT CNQ339
THE CITY OF LAVERGNE E. NIR SHEIBMAN DR**

**SENIOR SUPERINTENDENT | HIGHWAYS INC. NASHVILLE, TN |
2010-2014**

Robert's responsibilities included overseeing multiple projects, ensuring safety and quality standards, managing field staff and subcontractors, coordinating resources, monitoring progress against schedules, and resolving field-level issues to keep the projects on track and within budget.

**TDOT CNK803
TDOT CNJ 184
TDOT CNK298
I-440 NOLENSVILLE RD TO I-24**

**SENIOR SUPERINTENDENT | CBM INC. NASHVILLE, TN |
2005-2010**

Robert's responsibilities included overseeing multiple projects, ensuring safety and quality standards, managing field staff and subcontractors, coordinating resources, monitoring progress against schedules, and resolving field-level issues to keep the projects on track and within budget.

**CITY OF MURFREESBORO TN BLVD
RUTHERFORD BLVD 1-2
VETERANS BLVD. 2-3
WILKERSON DRIVE
MEDICAL CENTER PKWY**

CERTIFICATIONS

OSHA 10 Hour Certification

OSHA 30 Hour Certification

TN EPSC Certified

RICHARD MUNOZ

SAFETY MANAGER



YEARS OF EXPERIENCE

- » Industry: 21
- » MasTec Civil: 3

EDUCATION AND TRAINING

- » Associate of Science, Occupational Health & Safety, Miami-Dade Community College
- » NASP Certified Safety Manager Construction
- » NASP Steel Erection Specialist
- » OSHA 510
- » Hazwoper 40
- » Advance MOT
- » Certified Smith System Driving Instructor
- » First Aid/CPR/AED
- » First Aid/CPR/AED Instructor

REFERENCE

Enmanuel Espinal,
MSEM, PE, CPM

FDOT District 6
Resident Engineer –
Special Projects
(305) 640-7414

Enmanuel.Espinal@dot.state.fl.us

Richard serves as Safety Director for MasTec Civil, bringing over 20 years of construction experience. He develops and executes safety plans for specific projects and in the workplace according to OSHA's 1910 & 1926 standards and prepares and enforces policies to establish a safety culture throughout the duration of the project. Richard has excellent communication skills in both English and Spanish and excels in communicating and working well with project teams to safely achieve the project goals.

Relevant Project Experience

FDOT (D6) SR 826 GOLDEN GLADES INTERCHANGE | \$908 M FLORIDA

SAFETY DIRECTOR | BID-BUILD

Reconstruction of one of South Florida's most critical interchanges with connections to 5 essential roadway systems. The project includes the addition and reconstruction of lanes along several ramps and connectors and various ramp and bridge improvements and replacements, including construction of 32 new bridges including a new flyover ramp from eastbound Palmetto Expressway to northbound I-95, installing more than 50,000 feet of new drainage pipe, improving connections to the Golden Glades Multimodal Transportation Facility, and installation of ITS.

FDOT (D6) SR 826/SR 874 PALMETTO EXPRESSWAY, SECTION 2 DBF | \$190 M FL

SAFETY MANAGER | DESIGN-BUILD-FINANCE

Richard was the safety manager and worked with several other proposed team members on this \$190.3 M project which included 4 bridges built over the CSX railroad and a new pedestrian bridge.

CITY OF CHARLESTON ASHLEY RIVER CROSSING | \$73.9 M SOUTH CAROLINA

SAFETY DIRECTOR | DESIGN-BUILD

This project is a bicycle and pedestrian bridge that will provide a safe connection between the West Ashley Greenway, Brittlebank Park, and the Ashley River Walk in Downtown Charleston. Richard developed and enforced a comprehensive site-specific Health and Safety Plan (HASP). He conducted job hazard analyses (JHAs) for all operations, including working over water and crane lifts. Richard implemented a fall protection program tailored to elevated deck work and overwater conditions. He coordinated with dive teams and managed confined space permits during substructure inspection. He led daily toolbox talks and weekly safety audits. Recordable incidents were reduced by 40% over the project duration.

BAY-WALK PEDESTRIAN BRIDGE OVER THE MACARTHUR CAUSEWAY | \$26.5 M FL

ON-SITE SAFETY MANAGER & SAFETY DIRECTOR | BID-BUILD

As safety director, Richard oversaw the implementation of the site-specific safety plan and served as the on-site safety manager to successfully run the safety programs on this project which consisted of the construction of a signature pedestrian bridge to serve as the gateway to the City of Miami Beach. The bridge connected the existing Bay-walk trail from the south to north of 5th Ave.

MASTEC CIVIL CORPORATE SAFETY | CORPORATE SAFETY DIRECTOR

Richard manages the corporate safety program. He works closely with the Director of Construction Operations, HR Director, and Senior Management to cultivate the MasTec Civil Safety Culture. Provides health and safety leadership and direction to department managers, Project Managers, Project Field Engineers, and Superintendents. Serves as the corporate health and safety subject matter expert with clients, regulators, and MasTec Civil personnel working on projects. Manages corporate health and safety staff and when necessary, plans, requests, and assists in the hiring of new personnel. Is responsible for establishing and maintaining positive working relationships with MasTec Civil Clients, Project Safety Officers, local representatives, and subcontractors. Creates, manages, and reviews site specific EH&S Manuals

Matthew Armstrong

1456 Poplar Ridge Lane
Chapmansboro, TN, 37035

(615)-416-9664
Matthew.armstrong458@gmail.com

EDUCATION

The University of Tennessee, Knoxville, TN

August 2019 - May 2023

- **Majors:** Bachelor of Science in Civil Engineering, Focuses in Structural and Construction Engineering
- **GPA:** 3.1/4.00
- **Honors:** Deans List - Multiple Semesters
- **Relevant Coursework:** Geomatics, Structural Mechanics, CE Professional Development, Transportation Engineering, Water Resources

PROFESSIONAL EXPERIENCE

Mastec Civil, *Project Engineer/QC Manager*, Nashville, TN

March 2025 - Current

- Extensive work on long-term roadway projects such as:
 - I-40/Donelson Pike Interchange – Responsible for receiving/approving invoices for materials and labor. Managing traffic control schedule and overseeing work done during the day or at night. Planning and distributing daily schedule throughout the company to ensure proper communication and quality work. In constant communication with corporate accountants to keep work accounts open and customers satisfied.
 - Buckner Lane Widening, Spring hill, TN – Responsibilities include Invoice payments to subcontractors and vendors. Planning and distributing daily schedule throughout the company to ensure proper communication and quality work. Managing material deliveries and documenting each order in organized and accessible folder.

Denham-Blythe Design-Build, *Field Engineer*, Goodlettsville, TN

June 2023 - March 2025

- Worked on a variety of projects requiring engineering expertise. These include:
 - Arkadelphia AK - Veolia Hazardous Waste Facility, 6 months on-site. Responsibilities included site survey work, management of subcontractors, monitoring concrete testing, inspection of various disciplines to ensure compliance with specifications, and consultation with subcontractors to provide specification clarification. Managed the entire site during the night shift as needed.
 - Springfield TN - Electrolux Manufacturing, 9 months on-site. Responsibilities included subcontractor management, organizing meetings with subcontractors and engineering personnel to discuss the project plan, field work when necessary to move the project forward, and quality control work.
 - Franklin KY - Novelis Aluminum Recycling Plant, 4 months on-site. Responsibilities included site surveying, overseeing of subcontractors and equipment on both day and night shifts, quality control overhaul to organize documents and track data, organizing punch lists for the end of the project.
 - Lynn Haven FL - Trane Corporation, 1.5 months on site. Responsibilities included monitoring work on the entire site as well as ensuring subcontractor compliance with construction timelines.
 - El Paso TX - Mount Franklin Foods, 2 weeks on-site. Ensured subcontractor compliance with construction timelines and standards.
- Oversight and responsibility for ensuring construction drawings and plan specifications were followed
- Conducted regular inspections to meet quality standards, specific codes and regulations
- Sourced, negotiated and analyzed bid package proposals for potential new clients

Knox Ridge, *Leasing Agent*, Knoxville, TN

August 2021 - May 2023

- Managed property tours and supported residents with customer service concerns and guidance
- Provided support to maintenance team on small project requests
- Skills gained: Problem solving, Conflict resolution and Interpersonal skills

Riverview Restaurant and Marina, *Various Positions*, Ashland City,

October 2017 - July 2019

- Continual promotions to positions with greater responsibility
- Skills gained: Time management, Customer service, Logistics management

LEADERSHIP & RELEVANT EXPERIENCE

- ASCE Member, 2022-2023
- Certified BSA Eagle Scout, Class of 2017
- University Intramural Sports, Multiple years. Softball, Basketball and Football
- ACI Certification
- First Aid Training
- EPSC Certification
- OSHA 30

INTERESTS

NCAA Football, Recreational Sports, Hiking, US History

MASTEC CIVIL, LLC AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

As of and for the Twelve-Month Period Ended November 30, 2024

And Report of Independent Auditor

MASTEC CIVIL, LLC AND SUBSIDIARIES
TABLE OF CONTENTS

REPORT OF INDEPENDENT AUDITOR.....	1-2
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CONSOLIDATED FINANCIAL STATEMENTS

Consolidated Balance Sheet.....	3-4
Consolidated Statement of Operations.....	5
Consolidated Statement of Changes in Members' Equity	6
Consolidated Statement of Cash Flows.....	7-8
Notes to the Consolidated Financial Statements.....	9-20

Report of Independent Auditor

To the Members and Board of Directors
MasTec Civil, LLC and Subsidiaries
Medley, Florida

We have audited the accompanying consolidated financial statements of MasTec Civil, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of November 30, 2024, and the related consolidated statements of operations, changes in members' equity, and cash flows for the twelve-month period then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of November 30, 2024, and the results of its operations and its cash flows for the twelve-month period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Cherry Bekaert LLP

Coral Gables
March 6, 2025

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET

NOVEMBER 30, 2024

ASSETS

Current Assets:

Cash	\$ 56,695,762
Contracts receivable, net	23,902,256
Other receivables	1,697,137
Prepaid expenses	16,861
Contract assets	23,881,813
Deposits	116,418
Due from related parties	7,192,788
Total Current Assets	<u>113,503,035</u>

Property and equipment, net	<u>15,997,432</u>
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Other Assets:

Operating lease right-of-use assets	1,664,995
Investment in unconsolidated joint venture	491,499
Goodwill and intangible assets	5,597,479
Deposits and other assets	29,697
Total Other Assets	<u>7,783,670</u>
Total Assets	<u><u>\$ 137,284,137</u></u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEET (CONTINUED)

NOVEMBER 30, 2024

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:

Accounts payable	\$ 34,149,187
Accounts payable, retainage	3,514,202
Accrued expenses	4,737,036
Due to seller	3,432,879
Contract liabilities	50,792,982
Current portion of lease obligation	628,902
Notes payable, current portion	433,645
Total Current Liabilities	<u>97,688,833</u>

Long-Term Liabilities:

Notes payable, noncurrent portion	1,323,987
Operating lease right-of-use liabilities	1,036,093
Other long-term liabilities	531,250
Total Long-Term Liabilities	<u>2,891,330</u>
Total Liabilities	<u>100,580,163</u>

Members' Equity:

Members' capital	23,500,000
Retained earnings	13,203,974
Total Members' Equity	<u>36,703,974</u>
Total Liabilities and Members' Equity	<u>\$ 137,284,137</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF OPERATIONS

TWELVE-MONTH PERIOD ENDED NOVEMBER 30, 2024

Earned revenues	\$ 133,315,211
Cost of earned revenues	<u>118,988,161</u>
Gross Profit	14,327,050
Equity in earnings of unconsolidated joint venture	<u>842,463</u>
	15,169,513
General and administrative expenses	<u>4,169,320</u>
Income from Operations	11,000,193
Other income:	
Interest and other income	<u>6,131,179</u>
Net Income	<u><u>\$ 17,131,372</u></u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN MEMBERS' EQUITY

TWELVE-MONTH PERIOD ENDED NOVEMBER 30, 2024

	Members'	Retained	Total
	Capital	Earnings	Members'
		(Accumulated	Equity
		Deficit)	
Balance, December 1, 2023	\$ 9,500,000	\$ (3,927,398)	\$ 5,572,602
Contributions	14,000,000	-	14,000,000
Net income	-	17,131,372	17,131,372
Balance, November 30, 2024	<u>\$ 23,500,000</u>	<u>\$ 13,203,974</u>	<u>\$ 36,703,974</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS

TWELVE-MONTH PERIOD ENDED NOVEMBER 30, 2024

Cash flows from operating activities:	
Net income	\$ 17,131,372
Adjustments to reconcile net income to net cash flows from operating activities:	
Depreciation	2,092,208
Gain on disposal of property and equipment	(189,891)
Equity in earnings of unconsolidated joint venture	(842,463)
Change in operating assets and liabilities:	
Contracts receivable	(17,532,056)
Other receivables	(1,589,537)
Due from related parties	1,611,937
Prepaid expenses	580,258
Contract assets	(20,919,012)
Deposits and other assets	388,265
Accounts payable	28,710,999
Accounts payable, retainage	218,774
Accrued expenses	2,852,125
Contract liabilities	41,235,077
Other long-term liabilities	(4,580,121)
Net cash flows from operating activities	<u>49,167,935</u>
Cash flows from investing activities:	
Cash paid in purchase transaction	(6,934,614)
Proceeds from sale of property and equipment	205,165
Distributions from unconsolidated joint venture	1,505,593
Purchase of property and equipment	(4,712,017)
Net cash flows from investing activities	<u>(9,935,873)</u>
Cash flows from financing activities:	
Principal payments on notes payable	(273,094)
Member's capital contribution	14,000,000
Net cash flows from financing activities	<u>13,726,906</u>
Net change in cash	52,958,968
Cash, beginning of year	3,736,794
Cash, end of year	<u><u>\$ 56,695,762</u></u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS (CONTINUED)

TWELVE-MONTH PERIOD ENDED NOVEMBER 30, 2024

Supplemental disclosure of noncash investing and financing activities:

Goodwill acquired in business combination due to Seller at November 30, 2024	<u>\$ 3,432,879</u>
Property and equipment purchased through long-term debt	<u>\$ 2,030,726</u>

The accompanying notes to the consolidated financial statements are an integral part of these statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 1—Nature of operations

Nature of Operations – MasTec Civil, LLC and Subsidiaries ("MasTec Civil" or the "Company") is a Florida limited liability company organized to perform work as a general contractor. The work is performed under unit-price or lump-sum contracts. Unit price contracts provide for a fixed price per unit of output modified by change orders. A lump-sum contract provides for a single price for the total amount of work to be performed on a contract.

Fiscal Year-End – The Company's fiscal year-end is December 31. The accompanying financial statements have been prepared to present the twelve-month period that covers December 1, 2023 through November 30, 2024.

Principles of Consolidation – The consolidated financial statements include the accounts of MasTec Civil, LLC and its wholly-owned subsidiaries, MasTec Civil, LLC formerly known as Condotte America, LLC ("MasTec Civil"), Condotte America Properties, LLC, and Condotte America Industrial Properties, LLC.

The consolidated financial statements also include the pro rata consolidation of the jointly-owned assets of Condotte/de Moya, Condotte-Ryan, and GGI Constructors JV ("GGI Constructors"). Each investor of the joint venture is entitled only to its pro rata share of income and is responsible only for its pro rata share of expenses and debt incurred in connection with its interest in the joint venture. Using this method, the Company's proportionate interest in the assets, liabilities, revenue, and expenses of Condotte/de Moya JV, LLC, Condotte-Ryan JV, and GGI Constructors are combined with each item of the corresponding elements of the consolidated financial statements. All inter-entity balances have been eliminated in consolidation. In addition, the Company holds a 25% interest in Community/Condotte/de Moya JV, LLC ("CCD") which is accounted for using the equity method.

Condotte - De Moya – Selected information of the pro rata balance sheets of Condotte/de Moya as of November 30, 2024, which is included in the consolidated financial statements is approximately as follows:

Total assets	\$	37,000
Total liabilities	\$	579,000
Members' deficit	\$	(542,000)
Net loss	\$	(286,000)

Condotte-Ryan – Selected information of the pro rata balance sheet as of November 30, 2024, which is included in the consolidated financial statements, is approximately as follows:

Condensed balance sheet information:

Total assets	\$	2,371,000
Total liabilities	\$	2,956,000
Members' deficit	\$	(585,000)

Condensed income statement information:

Construction revenue	\$	2,812,000
Construction cost	\$	(2,804,000)
Net income	\$	24,000

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 1—Nature of operations (continued)

GGI Constructors – Selected information of the pro rata balance sheet as of November 30, 2024, which is included in the consolidated financial statements, is approximately as follows:

Total assets	\$	60,800,000
Total liabilities	\$	58,000,000
Members' equity	\$	2,800,000
Net income	\$	2,800,000

Investment in Unconsolidated Joint Venture – The Company accounts for its investment in CCD using the equity method of accounting. Under the equity method of accounting, the investment is recorded at cost plus or minus the Company's share of joint venture net income or loss, respectively, minus any distributions received. The Company's share of the earnings or losses of the joint venture are reflected under the caption equity in losses of unconsolidated joint venture in the accompanying consolidated statements of operations. At November 30, 2024, the joint venture has partners' equity of approximately \$295,000. The Company, as a partner of the joint venture, has committed to fund the losses and cover its share of the liabilities.

Selected information of the consolidated balance sheets of CCD as of November 30, 2024 is as follows:

Condensed balance sheet information:

Total assets	\$	873,000
Total liabilities	\$	578,000
Members' equity	\$	295,000

Note 2—Summary of significant accounting policies

Use of Estimates – Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used. Management's estimates and assumptions include, but are not limited to, estimates of contract revenue, costs and gross profit, warranty obligations, collectability of accounts receivable, and salvage values and estimated useful lives of property and equipment. Management's estimates and assumptions are derived from and are continually evaluated based upon available information, judgment, and experience.

MASTEC CIVIL, LLC AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 2—Summary of significant accounting policies (continued)

Income Taxes – MasTec Civil and its wholly-owned subsidiaries are limited liability companies that are treated as partnerships for federal income tax purposes. Consequently, federal income taxes are not payable by the Company. In lieu of federal income taxes, the members of the Company are taxed on their proportionate share of the Company's taxable income. As such, no liability or provision for income taxes has been included in the accompanying consolidated financial statements.

Property and Equipment – Property and equipment are stated at cost. Depreciation of property and equipment (net of estimated salvage values) is computed by the straight-line method over their estimated useful lives as follows:

Construction equipment	1 to 17 years
Automotive equipment	1 to 12 years
Furniture and fixtures	1 to 7 years
Building	39 years

Long-Lived Asset Impairment – The Company reviews long-lived assets for impairment whenever changes in circumstances indicate the carrying amount of the assets may not be recoverable. No impairment of long-lived assets was required or recorded during the twelve-month period ended November 30, 2024.

Warranties – The Company's construction contracts contain certain warranty provisions covering defects in equipment, materials, design, or workmanship, and generally cover a one-year period after customers accept the contract completion. Due to the nature of the Company's projects, which require contract owner inspections of the work both during construction and prior to acceptance, the Company has not experienced significant warranty costs for the short-term warranties and, therefore, management does not consider an accrual of such short-term warranty costs to be material to the consolidated financial statements. Certain design-build contracts carry a five-year warranty period for which management has accrued an estimate of warranty cost. The warranty cost is estimated based on experience with the type of work and known risks relative to the projects.

Note 3—Revenue recognition

Contract Receivables – The Company records contracts receivable as progress billings occur. Generally, the Company has lien rights with respect to its unpaid contract receivables under state law. As a general contractor, the Company will typically have recourse with the property owner. At November 30, 2023, net contract receivables totaled approximately \$6,370,000.

The allowance for doubtful accounts is based on the Company's assessment of the collectability of customer accounts receivable. In accordance with ASC Topic 326: *Financial Instruments Credit Losses*, the Company makes ongoing estimates relating to the collectability of contract receivables and records an allowance for estimated losses expected from the inability of its customers to make required payments. The Company establishes expected credit losses by evaluating historical levels of credit losses and current economic conditions that may affect a customer's ability to pay, and creditworthiness of significant customers. These inputs are used to determine a range of expected credit losses and an allowance is recorded within the range. Contract receivables are written off when there is no reasonable expectation of recovery. The allowance for doubtful accounts was de minimis as of November 30, 2024.

Contract Combination – To determine the proper revenue recognition method for contracts, the Company evaluates whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment, and the decision to combine a group of contracts or separate a combined or single contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period.

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 3—Revenue recognition (continued)

Contracts are considered to contain a single performance obligation if the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts, primarily because the Company provides a significant service of integrating a complex set of tasks and components into a single project or capability. The Company's contracts generally have a single performance obligation.

If a contract were to contain multiple performance obligations, the Company would allocate the transaction price to each performance obligation using a best estimate of the stand-alone selling price of each distinct good or service specified in the contract. In cases where the Company does not provide the distinct good or service on a standalone basis, which is more prevalent than not, the primary method used to estimate stand-alone selling price is the expected cost plus a margin approach, under which the Company forecasts the expected costs of satisfying a performance obligation and adds an appropriate margin for that distinct good or service.

Fixed Price and Modified Fixed Price Construction Contracts – The Company recognizes revenues for fixed price and modified fixed price construction contracts over time, as performance obligations are satisfied, for substantially all construction contracts due to the continuous transfer of control to the customer.

The Company recognizes revenue using the cost-to-cost input method, based primarily on contract costs incurred to date compared to total estimated contract costs. This method is the most accurate measure of the Company's contract performance because it directly measures the value of the goods and services transferred to the customer.

Contract costs include all direct material, labor, subcontractor costs, and indirect costs related to contract performance. Customer-furnished materials are included in both contract revenue and cost of revenue only when management concludes the Company is acting as a principal rather than an agent. In most circumstances, the Company acts as the agent with regards to customer-furnished materials. Revenue for uninstalled materials not specifically produced or fabricated for a project is recognized when the cost is incurred and control is transferred to the customer. The Company's uninstalled materials not specifically produced for a project are de minimis. Pre-contract costs are expensed as incurred, unless such costs are expected to be recovered from the customer.

The payment terms for construction contracts occasionally require the customer to make advance payments and interim payments as work progresses. Advance payments are generally not considered to represent a significant financing component, as the Company expects to recognize such amounts as revenue as work progresses on the related performance obligation.

Variable Consideration – The Company has contracts including variable consideration such as incentive fees, performance bonuses, award fees, or penalties. The Company occasionally has contracts which contain provisions for liquidated damages; however, the amount of liquidated damages recognized by the Company is de minimis. Other contract provisions may give rise to variable consideration such as claims and unpriced change orders that may either increase or decrease the transaction price. The Company estimates the amount of variable consideration at the most likely amount the Company expects to be entitled to. Variable consideration is included in the transaction price when it is probable that a significant reversal of cumulative revenue recognized will not occur, or when the uncertainty associated with the variable consideration is resolved.

The Company's estimates of variable consideration and determination of whether to include such amounts in the transaction price are based largely on the Company's assessment of legal enforceability, anticipated performance, and any other information (historical, current, or forecasted) that is reasonably available.

MASTEC CIVIL, LLC AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 3—Revenue recognition (continued)

Variable consideration associated with claims and unapproved change orders is included in the transaction price. The Company recognizes claims against vendors, subcontractors, and others as a reduction in recognized costs when enforceability is established by the contract, amounts are reasonably estimable, and recovery is probable. Reductions in costs are recognized to the extent of the lesser of the amounts management expects to recover or actual costs incurred. The Company provides limited warranties to customers for work performed under contracts that typically extend for a year following substantial completion of the project. Such warranties are not sold separately and do not provide customers with a service in addition to assurance of compliance with agreed-upon specifications. Accordingly, these types of warranties are not considered to be separate performance obligations. Historically, warranty claims have not resulted in significant costs incurred.

Contract Estimates and Modifications – Due to the nature of the work required to be performed on many of the Company's performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables, and requires significant judgment. As a significant change in one or more of these estimates could affect the profitability of contracts, the Company routinely reviews and updates contract-related estimates through a disciplined project review process in which management reviews the progress and execution of performance obligations. As part of this process, management reviews information including, but not limited to, outstanding contract matters, progress towards completion, program schedule, and associated changes in estimates of revenues and costs.

Management must make assumptions and estimates regarding the availability and productivity of labor, the complexity of the work to be performed, the availability and cost of materials, the performance of subcontractors, and the availability and timing of funding from the customer, along with other performing services under all contracts where the Company recognizes revenue over time using the cost-to-cost method.

The Company recognizes changes in contract estimates on a cumulative catch-up basis in the period in which the changes are identified. Such changes in contract estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in the prior period. Changes in contract estimates may also result in the reversal of previously recognized revenue if the current estimate differs from the previous estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, the Company recognizes the total loss in the period it is identified.

Contracts are often modified to account for changes in contract specifications and requirements. Most of the Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification on the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue (either as an increase or reduction of revenue) on a cumulative catch-up basis. The Company accounts for contract modifications when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification.

Contract Assets and Liabilities – Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones, or predetermined schedules. Billings do not necessarily correlate with revenue recognized over time using the cost-to-cost input method. Contract assets include unbilled amounts typically resulting from revenue under long-term contracts when the cost-to-cost input method of revenue recognition is utilized, and revenue recognized exceeds the amount billed to the customer. Contract liabilities consist of advance payments and billings in excess of revenue recognized as well as deferred revenue.

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 3—Revenue recognition (continued)

Retainage included in contract assets represents the amounts withheld from billings by the Company's customers pursuant to provisions in the contracts and may not be paid to the Company until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Retainage may also be subject to restrictive conditions such as performance guarantees.

Construction contract bonds are amortized over the life of the projects. These costs represent contract assets and the unamortized construction contract bond costs are included in the contract assets in the accompanying consolidated balance sheets.

Contract assets and liabilities are reported on a contract-by-contract basis at the end of each reporting period. The Company classifies contract assets and liabilities as current and noncurrent to the extent the revenue is expected to be recognized in excess of one year from the consolidated balance sheet date.

Practical Expedients and Exemptions – The Company utilizes certain practical expedients and exemptions as follows:

- In cases where the Company has an unconditional right to consideration from a customer in an amount that corresponds directly with the value of the Company's performance completed to date, the Company recognizes revenue in the amount to which the Company has a right to invoice for services performed.
- The Company does not adjust the contract price for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the Company transfers a service to a customer and when the customer pays for that service will be one year or less.

Note 4—Concentration of credit risk and major customers

Cash – The Company maintains its cash in various U.S. banks which, at times, are in excess of federally insured limits. Management monitors the soundness of these financial institutions and has determined the Company's risk to be negligible. At November 30, 2024, cash in excess of federally insured limits totaled approximately \$61,177,000. The Company has not incurred any credit risk losses related to these deposits.

Contracts Receivable and Revenues – During the twelve-month period ended November 30, 2024, contract revenue earned from two customers amounted to approximately 88% of total contract revenue earned. Additionally, contracts receivable from three customers amounted to approximately 83% of total contracts receivable at November 30, 2024.

At November 30, 2024, contract receivables related to subcontract agreements with joint ventures represent approximately 47% of total contract receivables. Revenue earned from these subcontract agreements with the joint ventures amounted to approximately 60% of total revenue earned for the twelve-month period ended November 30, 2024 (see Note 14).

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 5—Contract assets and contract liabilities

Contract assets and contract liabilities consist of the following at November 30, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Contract assets:		
Retainage receivable	\$ 2,363,786	\$ 2,962,801
Unamortized construction contract bond costs and other deferred construction costs	15,952,089	-
Costs and estimated earnings in excess of billings on uncompleted contracts	5,565,938	-
	<u>\$ 23,881,813</u>	<u>\$ 2,962,801</u>
Contract liabilities:		
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>\$ 50,792,983</u>	<u>\$ 9,557,905</u>

Note 6—Property and equipment

At November 30, 2024, property and equipment consists of:

Land	\$ 1,018,000
Building	2,505,230
Construction equipment	17,702,592
Automotive equipment	3,173,166
Computer software	377,703
Furniture and fixtures	176,194
	<u>24,952,885</u>
Less accumulated depreciation	<u>8,955,453</u>
	<u>\$ 15,997,432</u>

Depreciation expense totaled approximately \$2,092,000 for the twelve-month period ended November 30, 2024.

Note 7—Costs and estimated earnings on uncompleted contracts

Costs and estimated earnings on uncompleted contracts at November 30, 2024 consisted of the following:

Costs incurred on uncompleted contracts	\$ 357,287,963
Estimated earnings	26,949,749
Total costs and estimated earnings on uncompleted contracts	384,237,712
Less billings to date	429,464,757
	<u>\$ (45,227,045)</u>

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 7—Costs and estimated earnings on uncompleted contracts (continued)

Included in the accompanying consolidated balance sheets are the following:

Costs and estimated earnings in excess of billings on uncompleted contracts, included as part of contract assets	\$ 5,565,938
Billings in excess of costs and estimated earnings on uncompleted contracts, included as part of contract liabilities	<u>(50,792,983)</u>
	<u>\$ (45,227,045)</u>

Note 8—Leases

The Company had short-term leases during the twelve-month period ended November 30, 2024, and has entered into lease agreements for office space and equipment during the twelve-month period ended November 30, 2024. The Company determines whether a contract contains a lease at inception by determining if the contract conveys the right to control the use of identified property, plant, or equipment for a period of time in exchange for consideration.

Right-of-use ("ROU") assets and lease liabilities are recognized at the commencement date based on the present value of the future minimum lease payments over the lease term. Renewal and termination clauses are factored into the determination of the lease term if it is reasonably certain that these options would be exercised by the Company. Lease assets are amortized over the lease term unless there is a transfer of title or purchase option reasonably certain of exercise, in which case the asset life is used. In order to determine the present value of lease payments, the Company uses the implicit rate when it is readily determinable. As most of the Company's leases do not provide an implicit rate, management uses the risk-free discount rate at lease commencement to determine the present value of lease payments.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Company does not have leases where it is involved with the construction or design of an underlying asset, has no material obligation for leases signed but not yet commenced, and does not have any material sublease activities.

The Company has elected the following practical expedients:

- The Company elected the three transition practical expedients that permit an entity to: (a) not reassess whether expired or existing contracts contain leases, (b) not reassess lease classification for existing or expired leases, and (c) not consider whether previously capitalized initial direct costs would be appropriate under the new standard.
- The Company has elected the practical expedient not to recognize leases with terms of 12 months or less on the balance sheet and instead recognize the lease payments on a straight-line basis over the term of the lease and variable lease payments in the period in which the obligation for the payments is incurred.
- The Company has elected to account for lease and non-lease components as a single component.

The Company has elected to utilize the risk-free discount rate to calculate lease assets and liabilities.

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 8—Leases (continued)

Classification of ROU assets and lease liabilities November 30, 2024 are as follows:

Assets:

Operating right-of-use assets	\$ 1,664,995
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Liabilities:

Current:

Operating lease liability, current portion	628,902
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Noncurrent:

Operating lease liabilities, net of current portion	1,036,093
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Total lease liabilities	\$ 1,664,995
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Required supplemental information relating to our leases for the twelve-month period ended November 30, 2024 is as follows:

Lease term and discount rate:

Weighted average remaining lease term	2.8 years
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Weighted average discount rate	4.08%
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Future minimum lease payments as of November 30, 2024 are as follows:

<u>Twelve-Month Period Ending November 30,</u>	<u>Operating</u>
2025	\$ 645,923
2026	583,695
2027	331,186
2028	118,660
2029	76,487
Thereafter	58,647
Total undiscounted cash flows	1,814,598
Less interest	(149,603)
Present value of lease liabilities	\$ 1,664,995

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 9—Notes payable

Notes payable at November 30, 2024 consist of the following:

Note payable to financial institutions for the purchase of construction equipment, bearing interest at 6.84% per annum, payable in monthly installments of \$16,370, due in full March 2029. The note is collateralized by construction equipment.	\$ 734,901
Note payable to financial institutions for the purchase of various construction equipment assets, bearing interest at 6.84% per annum, payable in monthly installments of \$28,266, due in March 2028. The note is collateralized by certain construction equipment.	1,022,731
Total notes payable	1,757,632
Less current portion	(433,645)
Total long-term notes payable	<u>\$ 1,323,987</u>

Principal payments on notes payable consist of:

Twelve-Month Period Ending November 30,

2025	\$ 433,645
2026	464,254
2027	497,024
2028	298,149
2029	64,560
	<u>\$ 1,757,632</u>

Note 10—Business combination

On October 2, 2024, the Company entered into an Asset Purchase Agreement ("Purchase Agreement") with a third-party construction contractor ("the Seller"), by which the Company acquired the assets and assumed certain liabilities for an original amount totaling approximately \$13,788,000. The purchase method of accounting was applied. The purchase price was allocated to net tangible and intangible assets based on their estimated fair values as of the acquisition date. The excess of the purchase price over the net assets acquired was recorded as goodwill.

The fair value of identifiable intangible assets was determined primarily by a third-party valuation specialist who used a combination of the income and market approaches. Income approach starts with a forecast of all the expected future net cash flows. Some of the more significant assumptions used were the forecasts of future income analysis that includes revenues, cost of revenues and backlog profitability. Assumptions included gross profit margins of approximately 14% and backlog estimates of 48.5%.

MASTEC CIVIL, LLC AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 10—Business combination (continued)

Below is an approximate summary of assets acquired and liabilities assumed as of November 30, 2024:

Purchase price:	
Cash paid in business combination	\$ 6,935,000
Remaining balance payable	6,853,000
Total purchase price	<u>13,788,000</u>
Less working capital adjustment to purchase price	<u>(4,293,700)</u>
Adjusted purchase price	9,494,300
 Fair value of assets acquired:	
Construction equipment	<u>3,896,800</u>
 Excess of purchase price over tangible assets acquired - Goodwill	<u>\$ 5,597,500</u>

At November 30, 2024, the remaining balance payable to the Seller has been included in balance due to Seller in the accompanying balance sheet. The balance is non-interest bearing and was paid in full in January 2025.

Note 11—Backlog

As of November 30, 2024, the Company had approximately \$554,994,000 in backlog. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress as of the end of the year and from contractual agreements on which work has not begun.

Note 12—Employee benefits

The Company employees participate in the 401(k) plan of MasTec, Inc. The plan allows for the Company to make discretionary contributions to the plan on behalf of employees. The Company made discretionary contributions to the plan totaling approximately \$248,000 during the twelve-month period ended November 30, 2024.

Note 13—Commitments and contingencies

Warranty – As part of the agreements with project owners, the Company provides warranty coverage on certain long-term contracts. Management believes the cost of any warranty work that may arise would not have a material effect on the Company's consolidated financial statements.

Litigation – The Company is subject to various lawsuits and claims related to matters arising in the ordinary course of business. While uncertainty exists with respect to the outcome of such matters, management believes, after consulting with counsel, that the ultimate outcome of such lawsuits and claims will not have a material impact on the consolidated financial position of the Company or on the consolidated results of operations. In addition, the Company is guarantor in various joint ventures in which it participates that are also involved in litigation and claims. In the event of an adverse outcome related to any of these claims, the Company could be required to support its proportionate share of the ownership in the joint ventures.

MASTEC CIVIL, LLC AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOVEMBER 30, 2024

Note 13—Commitments and contingencies (continued)

Bonds – In the ordinary course of business, the Company is required by certain customers to provide surety bonds for the Company's contractual commitments related to contracts in progress. These bonds provide a guarantee to the customer that the Company will perform under the terms of a contract and the Company will pay subcontractors and vendors. If the Company fails to perform under a contract or to pay subcontractors and vendors, the customer may demand that the surety make payments or provide services under the bond. The Company must reimburse the surety for any expenses or outlays it incurs.

Contingent Liabilities – Accounting standards require that contingent obligation be recorded at fair value at the date of acquisition and revalued during subsequent reporting dates under the acquisition method of accounting. As of November 30, 2024, the estimated fair value of \$531,000 was recorded as other long-term liabilities. The estimate of fair value of a contingent obligation requires subjective assumptions to be made regarding future business results, discount rates and probabilities assigned to various potential business result scenarios. Any adjustments to fair value are recognized in earnings in the period identified. For the twelve-month period ended November 30, 2024, other income represents a change in estimate of the total contingent liabilities totaling \$3,700,000 related to various lawsuits and claims that arose in the ordinary course of business. Management has previously accrued amounts for lawsuits after consulting with legal counsel. For the twelve-month period ended November 31, 2024, legal matters have been settled in favor of the Company, and these accruals are no longer necessary due to the outcome of the lawsuit related to the accrued liability.

Liquidated Damages – The Company's contracts contain provisions for payment of liquidated damages upon late completion of the projects. Liquidated damages amount are computed daily. At November 30, 2024, management had concluded that no accrual is required.

Note 14—Related party transactions

The Company is related through common ownership with other entities engaged in the construction services industry. Balances with related parties at November 30, 2024 are as follows:

Due from Parent	\$ 7,803,214
Due to related companies	(610,426)
Due from related parties, net	<u>\$ 7,192,788</u>

These balances bear no interest and are settled in the normal course of business.

The Company has a subcontractor agreement with CCD to perform a specific scope of work related to the SR 826/I-75 Express Lane project, which has been completed.

The Company has a subcontractor agreement with Condotte-Ryan to perform specific scope of work related to the C-139 Flow Equalization Basin project. Revenues earned from this project for the twelve-month period ended November 30, 2024 amounted to approximately \$1,968,000.

The Company has a subcontractor agreement with GGI Constructors to perform specific scope of work related to the Golden Glades Interchange project. Revenues earned from this project for the twelve-month period ended November 30, 2024 amounted to approximately \$77,600,000.

Note 15—Subsequent events

The Company has evaluated subsequent events through March 6, 2025, in connection with the preparation of these consolidated financial statements, which is the date the consolidated financial statements were available to be issued. The Company is not aware of any events that have occurred subsequent to the balance sheet date that would require adjustment to or disclosure in the consolidated financial statements.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET

NOVEMBER 30, 2024

	MasTec Civil, LLC	Condotte America Properties, LLC	Condotte America Industrial Properties, LLC	Condotte/ de Moya JV, LLC	Condotte-Ryan JV	GGI Constructors	Eliminations	MasTec Civil, LLC and Subsidiaries
ASSETS								
Current Assets:								
Cash	\$ 30,840,705	\$ 2,072	\$ 1,683	\$ 26,929	\$ 329,183	\$ 25,495,190	\$ -	\$ 56,695,762
Contracts receivable, net	31,409,184	-	-	-	-	9,036,080	(16,543,008)	23,902,256
Other receivables	1,686,988	-	-	10,149	-	-	-	1,697,137
Prepaid expenses	11,353	-	-	-	1,397	4,111	-	16,861
Contract assets	9,658,382	-	-	-	2,040,332	25,101,687	(12,918,588)	23,881,813
Deposits	10,130	-	-	-	-	106,288	-	116,418
Due from related parties	11,212,820	(3,202,921)	(5,191)	(376,287)	(624,480)	-	188,847	7,192,788
Total Current Assets	84,829,562	(3,200,849)	(3,508)	(339,209)	1,746,432	59,743,356	(29,272,749)	113,503,035
Property and equipment, net	11,730,616	3,189,643	-	-	-	1,077,173	-	15,997,432
Other Assets:								
Operating lease right-of-use asset	1,664,995	-	-	-	-	-	-	1,664,995
Investments in subsidiaries	491,499	-	-	-	-	-	-	491,499
Goodwill	5,597,479	-	-	-	-	-	-	5,597,479
Deposits and other assets	29,697	-	-	-	-	-	-	29,697
Total Other Assets	7,783,670	-	-	-	-	-	-	7,783,670
Total Assets	\$ 104,343,848	\$ (11,206)	\$ (3,508)	\$ (339,209)	\$ 1,746,432	\$ 60,820,529	\$ (29,272,749)	\$ 137,284,137

See report of independent auditor.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATING BALANCE SHEET (CONTINUED)

NOVEMBER 30, 2024

	MasTec Civil, LLC	Condotte America Properties, LLC	Condotte America Industrial Properties, LLC	Condotte/ de Moya JV, LLC	Condotte-Ryan JV	GCI Constructors	Eliminations	MasTec Civil, LLC and Subsidiaries
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)								
Current Liabilities:								
Accounts payable	\$ 19,130,902	\$ -	\$ -	\$ 52,651	\$ 236,211	\$ 17,291,086	\$ (2,561,663)	\$ 34,149,187
Accounts payable, retainage	3,090,486	-	-	-	1,936,160	2,256,546	(3,768,990)	3,514,202
Accrued expenses	3,414,123	4,541	-	149,798	2,858	-	1,165,716	4,737,036
Due to seller	3,432,879	-	-	-	-	-	-	3,432,879
Contract liabilities	35,524,217	-	-	-	155,937	38,509,166	(23,396,338)	50,792,982
Current portion of lease obligation	628,902	-	-	-	-	-	-	628,902
Current portion of notes payable	433,645	-	-	-	-	-	-	433,645
Total Current Liabilities	65,655,154	4,541	-	202,449	2,331,166	58,056,798	(28,561,275)	97,688,833
Long-Term Liabilities:								
Noncurrent portion of notes payable	1,323,987	-	-	-	-	-	-	1,323,987
Operating lease right-of-use liability	1,036,093	-	-	-	-	-	-	1,036,093
Other long-term liabilities	531,250	-	-	-	-	-	-	531,250
Total Liabilities	68,546,484	4,541	-	202,449	2,331,166	58,056,798	(28,561,275)	100,580,163
Members' Equity (Deficit):								
Members' capital	23,500,000	-	-	-	-	-	-	23,500,000
Retained earnings (accumulated deficit)	12,297,364	(15,747)	(3,508)	(541,658)	(584,734)	2,763,731	(711,474)	13,203,974
Total Members' Equity (Deficit)	35,797,364	(15,747)	(3,508)	(541,658)	(584,734)	2,763,731	(711,474)	36,703,974
Total Liabilities and Members' Equity (Deficit)	\$ 104,343,848	\$ (11,206)	\$ (3,508)	\$ (339,209)	\$ 1,746,432	\$ 60,820,529	\$ (29,272,749)	\$ 137,284,137

See report of independent auditor.

MASTEC CIVIL, LLC AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF OPERATIONS

TWELVE-MONTH PERIOD ENDED NOVEMBER 30, 2024

	MasTec Civil, LLC	Condotte America Properties, LLC	Condotte America Industrial Properties, LLC	Condotte/ de Moya JV, LLC	Condotte-Ryan JV	GCI Constructors	Eliminations	MasTec Civil, LLC and Subsidiaries
Earned revenues	\$ 117,020,191	\$ 141,540	\$ -	\$ -	\$ 2,811,844	\$ 77,615,773	\$ (64,274,137)	\$ 133,315,211
Cost of earned revenues	104,802,307	-	-	-	2,803,813	75,850,326	(64,468,285)	118,988,161
Gross Profit	12,217,884	141,540	-	-	8,031	1,765,447	194,148	14,327,050
Equity in earnings of unconsolidated joint venture	842,463	-	-	-	-	-	-	842,463
General and administrative expenses	13,060,347	141,540	-	-	8,031	1,765,447	194,148	15,169,513
Income (Loss) from Operations	3,829,550	145,730	840	307,859	-	3,106	(117,765)	4,169,320
Other Income:	9,230,797	(4,190)	(840)	(307,859)	8,031	1,762,341	311,913	11,000,193
Interest and other	5,068,278	-	-	21,409	16,328	1,001,388	23,776	6,131,179
Net Income (Loss)	\$ 14,299,075	\$ (4,190)	\$ (840)	\$ (286,450)	\$ 24,359	\$ 2,763,729	\$ 335,689	\$ 17,131,372

See report of independent auditor.

AGREEMENT BETWEEN OWNER AND CONTRACTOR:

CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION

This Agreement is by and between **THE City of La Vergne** ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Blair Road West Extension project involves the extension of existing Blair Road from Waldron Road to Carothers Road. This extension of existing Blair Road will be referred to as Blair Road West. The project also includes intersection improvements at Blair Road and Waldron Road, a new roundabout at intersection of Blair Road West and Carothers Road, an extension of existing Sea Breeze Lane to connect to Blair Road West, and an extension of the existing Dobson Knob Trail to connect to Blair Road West. The project includes grading, installation of drainage, a new box culvert, asphalt and concrete pavement, roundabout construction, curb and gutter, sidewalk, pavement markings, waterline placement, erosion control and traffic control. All work is to take place within the right-of-way, slope easements, drainage easements and temporary construction easements that have been purchased by the City of La Vergne.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project includes improvements on Blair Road, Carothers Road, Waldron Road, Sea Breeze Lane, Dobson Knob Trail, and adjacent driveways and the total project length is approximately 1.45 miles long.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Kimley-Horn & Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **548 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **608 days** after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties 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):
 - 1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95%** percent of the value of the Work completed (with the balance being retainage).

If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 3% percent per annum.

ARTICLE 7— CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **153** sheets with each sheet bearing the following general title: **Blair Road West Extension – Construction Plans**.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractors Bid
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

STANDARD GENERAL CONDITIONS:

CITY OF LA VERGNE
LE VERGNE, TENNESSEE
BLAIR ROAD WEST EXTENSION

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	13
1.01 Defined Terms	13
1.02 Terminology	18
Article 2—Preliminary Matters	19
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	19
2.02 Copies of Documents	19
2.03 Before Starting Construction	19
2.04 Preconstruction Conference; Designation of Authorized Representatives	20
2.05 Acceptance of Schedules	20
2.06 Electronic Transmittals	20
Article 3—Contract Documents: Intent, Requirements, Reuse	21
3.01 Intent	21
3.02 Reference Standards	21
3.03 Reporting and Resolving Discrepancies	22
3.04 Requirements of the Contract Documents	22
3.05 Reuse of Documents	23
Article 4—Commencement and Progress of the Work	23
4.01 Commencement of Contract Times; Notice to Proceed	23
4.02 Starting the Work	23
4.03 Reference Points	24
4.04 Progress Schedule	24
4.05 Delays in Contractor's Progress	24
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	26
5.01 Availability of Lands	26
5.02 Use of Site and Other Areas	26
5.03 Subsurface and Physical Conditions	27
5.04 Differing Subsurface or Physical Conditions	28

5.05 Underground Facilities	29
5.06 Hazardous Environmental Conditions at Site	31
Article 6—Bonds and Insurance	33
6.01 Performance, Payment, and Other Bonds	33
6.02 Insurance—General Provisions	34
6.03 Contractor’s Insurance	36
6.04 Builder’s Risk and Other Property Insurance	36
6.05 Property Losses; Subrogation	37
6.06 Receipt and Application of Property Insurance Proceeds	38
Article 7—Contractor’s Responsibilities	39
7.01 Contractor’s Means and Methods of Construction	39
7.02 Supervision and Superintendence	39
7.03 Labor; Working Hours	39
7.04 Services, Materials, and Equipment	40
7.05 “Or Equals”	40
7.06 Substitutes	41
7.07 Concerning Subcontractors and Suppliers	43
7.08 Patent Fees and Royalties	44
7.09 Permits	44
7.10 Taxes	45
7.11 Laws and Regulations	45
7.12 Record Documents	45
7.13 Safety and Protection	45
7.14 Hazard Communication Programs	47
7.15 Emergencies	47
7.16 Submittals	47
7.17 Contractor’s General Warranty and Guarantee	50
7.18 Indemnification	51
7.19 Delegation of Professional Design Services	51
Article 8—Other Work at the Site	52
8.01 Other Work	52
8.02 Coordination	53
8.03 Legal Relationships	53

Article 9—Owner’s Responsibilities	54
9.01 Communications to Contractor	54
9.02 Replacement of Engineer	54
9.03 Furnish Data	54
9.04 Pay When Due	54
9.05 Lands and Easements; Reports, Tests, and Drawings	54
9.06 Insurance	55
9.07 Change Orders	55
9.08 Inspections, Tests, and Approvals	55
9.09 Limitations on Owner’s Responsibilities	55
9.10 Undisclosed Hazardous Environmental Condition	55
9.11 Evidence of Financial Arrangements	55
9.12 Safety Programs	55
Article 10—Engineer’s Status During Construction	55
10.01 Owner’s Representative	55
10.02 Visits to Site	55
10.03 Resident Project Representative.....	56
10.04 Engineer’s Authority	56
10.05 Determinations for Unit Price Work	56
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	56
10.07 Limitations on Engineer’s Authority and Responsibilities	57
10.08 Compliance with Safety Program	57
Article 11—Changes to the Contract	57
11.01 Amending and Supplementing the Contract	57
11.02 Change Orders	58
11.03 Work Change Directives	58
11.04 Field Orders	58
11.05 Owner-Authorized Changes in the Work	59
11.06 Unauthorized Changes in the Work	59
11.07 Change of Contract Price	59
11.08 Change of Contract Times	60
11.09 Change Proposals	60
11.10 Notification to Surety	62

Article 12—Claims	62
12.01 Claims	62
Article 13—Cost of the Work; Allowances; Unit Price Work	63
13.01 Cost of the Work	63
13.02 Allowances	66
13.03 Unit Price Work	67
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	68
14.01 Access to Work	68
14.02 Tests, Inspections, and Approvals	68
14.03 Defective Work	69
14.04 Acceptance of Defective Work.....	69
14.05 Uncovering Work	70
14.06 Owner May Stop the Work	70
14.07 Owner May Correct Defective Work	70
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	71
15.01 Progress Payments	71
15.02 Contractor’s Warranty of Title	74
15.03 Substantial Completion	74
15.04 Partial Use or Occupancy	75
15.05 Final Inspection	76
15.06 Final Payment	76
15.07 Waiver of Claims	77
15.08 Correction Period	77
Article 16—Suspension of Work and Termination	78
16.01 Owner May Suspend Work	78
16.02 Owner May Terminate for Cause	79
16.03 Owner May Terminate for Convenience.....	80
16.04 Contractor May Stop Work or Terminate	80
Article 17—Final Resolution of Disputes	80
17.01 Methods and Procedures	80
Article 18—Miscellaneous	81
18.01 Giving Notice	81
18.02 Computation of Times.....	81

18.03 Cumulative Remedies	81
18.04 Limitation of Damages	81
18.05 No Waiver	82
18.06 Survival of Obligations	82
18.07 Controlling Law	82
18.08 Assignment of Contract.....	82
18.09 Successors and Assigns	82
18.10 Headings	82
Article 1 - Defined Terms	1
Article 2 - Bidding Documents.....	1
Article 3 - Qualifications of Bidders.....	2
Article 4 - Pre-Bid Conference.....	2
Article 5 - Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site	3
Article 6 - Bidder's Representations and Certifications.....	4
Article 7 - Interpretations and Addenda.....	4
Article 8 - Bid Security	5
Article 9 - Contract Times	5
Article 10 - Substitute and "Or Equal" Items	5
Article 11 - Subcontractors, Suppliers, and Others	6
Article 12 - Preparation of Bid.....	6
Article 13 - Basis of Bid	7
Article 14 - Submittal of Bid	8
Article 15 - MODIFICATIONS AND WITHDRAWAL OF BID.....	8
Article 16 - Opening of Bids	9
Article 17 - Bids to Remain Subject to Acceptance	9
Article 18 - Evaluation of Bids and Award of Contract	9
Article 19 - Bonds and Insurance.....	10
Article 20 - Signing of Agreement	10
Article 21 - Sales and Use Taxes	10
Article 22 - Contracts to Be Assigned	10
Attachments to this Bid	12
The following documents are submitted with and made a condition of this Bid:	12

Article 23— General Information.....	1
23.1 Provide contact information for the Business:.....	1
23.2 Provide information on the Business’s organizational structure:.....	1
23.3 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:.....	1
23.4 Provide information regarding the Business’s officers, partners, and limits of authority.	2
Article 24— Licensing	2
24.1 Provide information regarding licensure for Business:.....	2
Article 25— Diverse Business Certifications	2
25.1 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.	2
Article 26— Safety.....	3
26.1 Provide information regarding Business’s safety organization and safety performance.	3
26.2 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).	3
Article 27— Financial.....	3
27.1 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.....	3
Article 28— Surety Information	4
28.1 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.	4
Article 29— Insurance	4
29.1 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.	4
Article 30— Construction Experience.....	5
30.1 Provide information that will identify the overall size and capacity of the Business.	5
30.2 Provide information regarding the Business’s previous contracting experience.	5
30.3 List all projects currently under contract in Schedule A and provide indicated information.....	5
30.4 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.	5
30.5 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the	

Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.	5
Article 31— Required Attachments	5
31.1 Provide the following information with the Statement of Qualifications:.....	5
Article 1— WORK	1

1.0 STANDARD GENERAL CONDITIONS

2.0 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 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 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.
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 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.

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 Supplementary Conditions, 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 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.
 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 Supplementary Conditions 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.

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.

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.

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 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.

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.
- 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 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; (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 Supplementary Conditions 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 Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- 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 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. 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 Supplementary Conditions, 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 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 Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
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 Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in 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.
- 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.

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 Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions 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 Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. 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 Supplementary Conditions.
- 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 Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 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 Supplementary Conditions.
- 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;
 - 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 Supplementary Conditions;
 - 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.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- 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.
- 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 Supplementary Conditions), 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 Supplementary Conditions 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 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 Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from 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.

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.
- 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. 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
 - 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.
- 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.
- 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.

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;
 - 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 Supplementary Conditions 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.

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.
 - 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.
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.

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.

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.

- 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 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 Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work 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.
 - 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.
- 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.

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 Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions 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 Supplementary Conditions.

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.

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.
- 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.

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
 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.
- 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.

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 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.
- 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 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 Supplementary Conditions. 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.
- 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, expeditors, 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.

- 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 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.

- 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 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.

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 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, 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.

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.

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.
- 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.
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 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 Supplementary Conditions 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.
- 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.
- 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 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 Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract 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.

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.

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.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.A.2. Ratify Emergency Purchase - Servers for Local Government.

Department: Information Technology

Presented By: Glenn Green

Item Attachments: 1. Proposal - LGC - Servers

Summary:

This item is to ratify the emergency purchase of two servers for the Local Government system.

Background Information:

On Wednesday, October 22, 2025, a proposal was received from Local Government Corporation (LGC) for two new servers for our Local Government Finance System. Due to our cybersecurity event, these servers needed to be replaced as soon as possible in an effort to get the finance platform back up and running as quickly as possible.

Financial Summary:

The cost of the two servers along with setup and configuration was \$10,318.00.

Staff Recommendation:

Staff recommends approval.



Sales Proposal
For
City of Lavergne
Wednesday, October 22, 2025

Proposal Information

If you are receiving this proposal for budgetary purposes, please add 10% to the final proposal cost to cover any fiscal year increases.

This quote is for 2 - LGC Nextgen Plus Servers only. This does NOT include monitors, keyboards, mice, battery backups, Antivirus or Microsoft licenses.

Hardware

LGC Server	
(2) LGC Nextgen Plus Server	9,150.00
(1) Case - Server CM	
(1) RAID Card 12Gbs 8 port LSI	
(1) Hard Drive, 4TB, 7200 RPM SATA	
(1) Storage 500 Gb M.2 NVMe Drive	
(8) Storage SSD 1TB 2.5 Drive	
(4) Memory 32GB DDR4 Server	
(1) Motherboard P12R - Xeon 1200	
(1) Power Supply - ServerT	
(1) CPU - XEON Server processor 1200	
Server Total	9,150.00

Total Hardware Cost **\$9,150.00**

Miscellaneous

Setup & Configuration	
(1) Setup & Configuration	1,168.00
Setup & Configuration Total	1,168.00

Total Miscellaneous Cost **1,168.00**

Total Proposal Cost:	\$10,318.00
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Prices are good for thirty (30) days. Contact the Marketing Department for price renewal.

Hardware

Hardware returns are subject to a 10% restocking fee.

Hardware is subject to availability. Upgrades and additional products are available upon request. **All hardware will be billed no later than 90 days from the date your order was accepted. All hardware will be billed immediately after delivery.** In addition to the hardware cost included on this proposal, other cost that you may incur are terminal cable, cable installation, internet service, etc. Cable installation is the responsibility of the customer. LGC's hardware comes with a one-year onsite warranty within our coverage area. Depot options are available for customers outside our coverage area. After the one-year warranty has expired, you may choose to enter into a Hardware Maintenance Agreement with LGC. LGC reserves the right not to offer maintenance contracts on special ordered hardware.

Third Party Hardware

If LGC's software is installed on third party hardware, additional charges may apply.

Third Party Software

LGC is not an authorized support center for any third-party software packages. This includes packages such as Microsoft Office. The price of these packages includes installation and instructions on how to start the programs as well as any tutorials that might be included from the manufacturer. We can supply a list of organizations that offer support on a per call, fee basis. Third-Party Software packages that are opened cannot be returned. LGC cannot guarantee the functionality or compatibility of third-party products purchased from other vendors.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.B. Approve Change Orders #3 and #4 with Solomon Builders for the Brookside Park Construction Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Brookside Park - Amendments 3 and 4

Summary:

This are change orders for unforeseen conditions in the construction of Brookside Park.

Background Information:

There are several items in this change order for the construction of this project. They are outlined in the financial summary.

Financial Summary:

These construction changes are required based on soil and rock conditions found after construction had started. The total cost of these changes is \$76,860.26. This will require utilizing funds which were originally designated for playground equipment to be used for earthwork and paving construction.

Brookside Park Contract	
Item	Total Remaining
Original Contract	\$452,000
Amendment #1 (Clerical)	\$0
Amendment #2 (PCO#001)	\$10,106.25
Current Contract Amount	\$462,106.25

PCO #002	Rejected
PCO #003	\$9,188.03
PCCOR #004	\$67,672.23
Proposed Amendment #3 Total	\$76,860.26
Contract Total with Amendment #3	\$538,966.51

Staff Recommendation:

Staff recommends approval.



Solomon Builders
4539 Trousdale Drive
Nashville, Tennessee 37204
Phone: (615) 333-9369

Project: 25-0205 - Brookside Park - La Vergne
Peak Top Trail
La Vergne, Tennessee

Prime Contract Potential Change Order #003: CE #003 - Rock Hammering and Haul Off

TO:	City of La Vergne - Mayor 5093 Murfreesboro Road La Vergne , Tennessee 37086	FROM:	Solomon Builders, Inc. 4539 Trousdale Drive Nashville, Tennessee 37204
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	1 - Solomon Template Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Jonathan Dooley (Solomon Builders, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	9/24/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	CHANGE ORDER REQUEST:	None
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,188.03

POTENTIAL CHANGE ORDER TITLE: CE #003 - Rock Hammering and Haul Off

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #003 - Rock Hammering and Haul Off

This change order is for rock removal encountered at the storm trench S1 to S2 per sheet C3.0 (drainage plan)

Please see attached backup documentation including photos

ATTACHMENTS:

[Brookside Park - Encountered Rock Photos.pdf](#) , [_Brothers Excavating - Rock Backup.pdf](#)

Gary Lide (City of La Vergne)
5175 Murfreesboro Road
La Vergne , 37086

City of La Vergne - Mayor
5093 Murfreesboro Road
La Vergne , Tennessee 37086

Solomon Builders, Inc.
4539 Trousdale Drive
Nashville, Tennessee 37204

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Jonathan Dooley

From: Evan Stanley <evan@brothersexcavationtn.com>
Sent: Wednesday, September 24, 2025 11:29 AM
To: Jonathan Dooley; rex brothers
Cc: Bo Brendle
Subject: RE: Brookside Park - Unsuitable Soils & Rock

Jonathan,

I wanted to provide you with a rough order of magnitude for the undercut and rock hammering at Brookside Park. Please note that these numbers are budgetary only and not an official proposal or final pricing. Actual costs will depend on conditions encountered once we begin the work and after completion.

Undercut: ✓
1066 CY at \$50 CY = \$53,300 ✓
Import Rock: ✓
1066 CY at \$60 CY = \$63,960 ✓
ROM Total: \$117,260

Rock Hammering and Haul off: ✓
4' x 60' in Storm Trench = \$7,955 ✓

These numbers are intended to give you a general idea for planning purposes. Once we get into the work and can verify actual conditions, we will provide formal pricing upon completion.

Let me know if you would like to discuss further or have any questions.

Thank you,
Evan Stanley
Estimator / Project Manager
(865) 386-8364
Brothers Excavation, LLC



From: Jonathan Dooley <jdooley@solomonbuilders.com>
Sent: Tuesday, September 23, 2025 9:28 AM
To: rex brothers <Rex@brothersexcavationtn.com>; Evan Stanley <evan@brothersexcavationtn.com>
Cc: Bo Brendle <BBrendle@solomonbuilders.com>
Subject: Brookside Park - Unsuitable Soils & Rock

Rex / Evan,

Get me a ROM of the undercut and rock?



Description

Taken Date

Uploaded By

Jonathan Dooley

Upload Date

09/18/2025 at 10:37 am

File Name

[8349755322572843965.jpeg](#)

Album

ROCK



Description

Taken Date

Uploaded By

Jonathan Dooley

Upload Date

09/18/2025 at 10:37 am

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Description

Taken Date

Uploaded By

Jonathan Dooley

Upload Date

09/18/2025 at 10:37 am

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[883959937272316078.jpeg](#)

Album

ROCK



Solomon Builders
4539 Trousdale Drive
Nashville, Tennessee 37204
Phone: (615) 333-9369

Project: 25-0205 - Brookside Park - La Vergne
Peak Top Trail
La Vergne, Tennessee

Prime Contract Change Order Request #004: CE #004 - Proof Roll Failure (Geo-Mesh) Remediation

TO:	City of La Vergne - Mayor 5093 Murfreesboro Road La Vergne , Tennessee 37086	FROM:	Solomon Builders, Inc. 4539 Trousdale Drive Nashville, Tennessee 37204
CHANGE ORDER REQUEST NUMBER / REVISION:	004 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Jonathan Dooley (Solomon Builders, Inc.)
SCHEDULE IMPACT:	30 days	DATE CREATED:	10/9/2025
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$67,672.23

CHANGE ORDER REQUEST TITLE: CE #004 - Proof Roll Failure (Geo-Mesh) Remediation

CHANGE ORDER REQUEST DESCRIPTION:

CE #004 - Proof Roll Failure (Geo-Mesh) Remediation

This change order is for unsuitable soil remediation. *The proposed repair from 3rd party inspector (GTA) is to cut and export in-place material, install fabric, and place stone as needed to meet grades and elevations shown on the plans.*

See backup documentation

ATTACHMENTS:

[Brookside Park_City Review of PCO #003 and PCO #004 - Gary's Email.pdf](#) , [_CO -Brothers Excavation - Brookside Unsuitable Soils - 10.8.25.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
004	City of La Vergne - Mayor	CE #004 - Proof Roll Failure (Geo-Mesh) Remediation	30 days	\$67,672.23
Total:				\$67,672.23

Gary Lide (City of La Vergne)
5175 Murfreesboro Road
La Vergne , 37086

City of La Vergne - Mayor
5093 Murfreesboro Road
La Vergne , Tennessee 37086

Solomon Builders, Inc.
4539 Trousdale Drive
Nashville, Tennessee 37204

SIGNATURE

DATE

Solomon Builders

SIGNATURE

DATE

Page 1 of 1

SIGNATURE

DATE

Printed On: 10/21/2025 10:16 PM

Page 212 of 348



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.C. Approve a Three Year Renewal of the Dayforce System for the Human Resources Department.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. Dayforce Pricing and Order Form

Summary:

This is a renewal of our agreement with Dayforce for HRIS Services.

Background Information:

Dayforce provides the City of La Vergne with a complete HRIS solution. This includes payroll, benefits, employee management, performance reviews, onboarding, and more. This is a three (3) year renewal.

Financial Summary:

The pricing for the three-year renewal is as follows:

Year 1 - \$100,980
Year 2 - \$100,980
Year 3 - \$102,999.60

Staff Recommendation:

Staff recommends approval.

Dayforce Renewal

Prepared for the City of La Vergne

Prepared by: Jonabelle Veluz

October 16th, 2025

dayforce





Renewal Options Estimated Cost

PRICING PROPOSAL

October 16, 2025

Currency: USD

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$26.55	300	\$7,965
Dayforce Proposed Add-on	Monthly	Subscription	Per Employee	\$1.50	300	\$450

Estimated Cost Renewal w/o add-on*	Increase	Year	
\$95,580.00	4%	1	
\$99,403.20	4%	2	
\$103,379.33	4%	3	
			Total Estimated Cost**
			\$298,362.53

Estimated Cost Renewal w/ add-on*	Increase	Year	
\$100,980.00	0%	1	
\$100,980.00	0%	2	
\$102,999.60	2%	3	
			Total Estimated Cost**
			\$304,959.60

Dayforce Subscription Fee includes the following modules:

- Dayforce Platform
- Dayforce Benefits Intelligence
- Dayforce Benefits M1
- Dayforce Compensation Module
- Dayforce Core
- Dayforce Document Management
- Dayforce Engagement Surveys
- Dayforce Learning Content: Advanced Collection
- Dayforce Learning Eloomi
- Dayforce Training Portal Package
- Dayforce Pay M1
- Dayforce People Analytics Studio
- Dayforce Performance Management
- Dayforce Recruiting
- Dayforce Succession Planning
- Dayforce Time and Attendance M1
- Dayforce Wallet
- Dayforce Advanced Experience Hub
- Dayforce AI Assistant
- Dayforce ACA Management

Notes:

* Estimations calculated using employee count of 300

** 36-month renewal

• The 4% ECI increase under the Standard Renewal is subject to change and may vary each year."



EXTENDED TERM AMENDMENT

EFFECTIVE DATE: Upon execution by both Parties

TERRITORY: United States

NUMBER OF EMPLOYEES: 300

CLIENT INFORMATION				
Client Name		the "Client"		
City of La Vergne				
Service Contact		Phone No.	e-mail	
Andrew Patton		(615) 287-8622	apatton@laveragnetn.gov	
Billing Street Address		City	State/Province	Zip/Postal Code
5093 Murfreesboro Road		La Vergne	Tennessee	37086
ORIGINAL ORDER FORM		Client Order No / Payroll ID: Q-224658		Order Form Date: October 10, 2022, as amended (the "Original Agreement")

Dayforce US, Inc. ("Dayforce") and Client hereby agree to amend and modify the terms and provisions of the Original Agreement (the particulars of which the Parties are familiar, and a copy of which may be attached hereto) in accordance with the following, the content of which is incorporated herein without further reference. The Parties mutually acknowledge that unless otherwise expressly provided herein, this Amendment does not and will not serve to revise the relationship between the Parties, and it is mutually agreed that any and all unremedied and outstanding accounts, defaults, breaches or other matters, existing between the Parties as at the effective date of this Amendment shall remain intact and subsisting notwithstanding this Amendment. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Original Agreement.

Dayforce and Client agree that the Original Agreement is amended as follows:

- Extended Term.** Client's existing services (the "Services") will be provided for an extended term commencing on December 26, 2025, and expiring thirty-six (36) months thereafter (the "Extended Term"). Notwithstanding the commencement of the Extended Term as stated in the previous sentence, the Parties agree that the remainder of this Amendment shall become effective upon the Effective Date of the Amendment. Upon expiration of the Extended Term, the Original Agreement will remain in effect until terminated by either Party upon ninety (90) days' written notice, effective on or any time after the expiration of the Extended Term.
- Service Fees.** Fees applicable to the Services shall continue at the same rates as currently in effect until end of year two (2) of the Extended Term. For the remainder of the Extended Term, all Fees shall be subject to annual increases, but Fees will not increase by more than two percent (2%). Thereafter, all Fees are subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the respective billing currency. "Annual Inflation Index" means (i) if the currency is USD, the Employment Cost Index for total compensation, for private industry workers, by occupational group and industry (not seasonally adjusted), for all workers (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) if the currency is CAD, the Consumer Price Index, as published by Statistics Canada, Government of Canada; (iii) if the currency is GBP, the Retail Prices Index excluding mortgage interest, as published by the Office for National Statistics (United Kingdom); (iv) if the currency is AUD, the Consumer Price Index, all groups, non-seasonally adjusted, as published by the Reserve Bank of Australia; (v) if the currency is Euro, the Consumer Price Index (All Items), as published by the Central Statistics Office (Ireland); (vi) if the currency is NZD, the Consumers Price Index, as published by Stats NZ; and (vii) for all other currencies, the applicable price index published by the Organization for Economic Cooperation and Development for the applicable Territory. If the annual increase calculation results in an increase amount of zero or less, then no Fee increase shall apply for the next annual cycle.
- Minimum Monthly Employee Count.** In no event will the Number of Employees used for calculating the monthly Recurring Fees for any given calendar month be less than the Minimum Monthly Employee Count, where "Minimum Monthly Employee Count" means eighty percent (80%) of the Number of Employees stated above, or such increased quantity as indicated on Client's Order Form(s), which number represents the approximate current Number of Employees of the Client. Where Client's Services include Managed Payroll and / or Managed Benefits Services in addition to Dayforce SaaS Services, the Minimum Monthly Employee Count specific to such managed Services will be calculated separately from the Minimum Monthly Employee Count for Dayforce SaaS Services.
- Additional Services.** Upon the effective date of this Amendment, the following Services are hereby added under the terms of the Original Agreement, for the Fees set forth in the attached Order Form (Q-224536):
 - Dayforce HR Service Delivery
- Client represents and warrants it is not a Sanctioned Person, and it will conduct all activities related to the Original Agreement in compliance with all applicable Sanctions. Without limiting the foregoing, Client will not request Services from Dayforce that relate, directly or indirectly, to transactions, dealings, or relationships involving a Sanctioned Person, and will not use the Services to benefit, directly or indirectly, any Sanctioned Person, unless such activity is first identified to and then approved by, in its sole discretion, Dayforce. "Sanctions" means all applicable sanctions laws and regulations imposed, administered, and enforced from time to time by (a) the United States government, including the United States Department of the Treasury's Office of Foreign Assets ("OFAC") or the United States Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, Her Majesty's Treasury of the United Kingdom, Australia, or Canada. "Sanctioned Country" means any country or territory subject to comprehensive Sanctions. "Sanctioned Person" means (a) any person or entity in any Sanctions-related list of designated persons maintained by OFAC, the United Nations Security Council, the European Union, any member state of the European Union, the United Kingdom, Australia, or Canada, (b) any person or entity operating, organized or resident in a Sanctioned Country, (c) the government of a Sanctioned Country or the Government of Venezuela, or (d) any entity owned or controlled by, or acting for or on behalf of, such person or persons.
- Client is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business, use of the Services and Software, and agrees to comply with such laws, regulations and other legal requirements including applicable (i) anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act 1977, Canadian Corruption of Foreign Public Officials Act and the UK Bribery Act 2010 and (ii) anti-money

laundrying laws or regulations. Further, Client acknowledges that due to the Services Dayforce provides, Dayforce has certain regulatory compliance requirements under law and consents to Dayforce conducting anti-money laundering, global sanctions, and credit screenings of Client and its Affiliates. Dayforce reserves the right, at any time and without notice, to suspend, terminate, or decline to provide Service, in whole or in part, that Dayforce, in its reasonable opinion, determines Client or Affiliates use of which may violate applicable law or regulation, or where Client or Affiliates do not satisfy screening requirements.

7. **Early Termination.** If Client terminates the Services prior to the expiration of the Extended Term, Client shall be responsible to pay to Dayforce, in addition to the Fees payable up to and including the effective date of termination of the Service (including all One Time Fees for work performed up to and including the date of termination), an early termination fee equal to the average monthly Recurring Fees (computed based on the Recurring Fees for Services provided to Client during the three (3) month period preceding cancellation), multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the Extended Term, less a discount equal to twenty five percent (25%).

Except as modified by this Amendment, all terms and conditions of the above-referenced Agreement will remain in full force and effect.

Dayforce US, Inc.

Per:

Printed Name:

Title:

Date:

City of La Vergne

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

I have the authority to bind the corporation/partnership



ORDER FORM

Client Order No.: **Q-224536**
Generation Date: **October 17, 2025**
Offer Expiration: **December 19, 2025**
Territory: **United States**
Currency: **USD**

Client Information

Client Name City of La Vergne					the "Client"
Service Contact Andrew Patton		Phone No. 6152878622	e-mail apatton@laveragnetn.gov		
Billing Street Address 5093 Murfreesboro Road		City La Vergne	State/Province TN	Zip/Postal Code 37086	

Estimated Recurring Fees	Frequency	Product Type	Unit of Measure	Unit Price	Quantity	Price
Dayforce Subscription Fee*	Monthly	Subscription	Per Employee	\$1.50	300	\$450.00

Summary of Estimated Annual Totals	Total
Estimated Total Recurring Fees	\$5,400.00
Estimated Total One Time Fees	\$0.00

*Included in the Dayforce Subscription Fee:

Software Services:

• Dayforce HR Service Delivery

Prices are exclusive of all Taxes. Goods and/or materials, if any, shipped Delivered At Place (DAP).

This Order Form is entered into between Client and the Dayforce entity that has signed below, and is governed by the terms of the Master Services Agreement already in effect between Client and Dayforce (formerly Ceridian HCM, Inc. or its Affiliate), as amended (the "MSA"). Capitalized terms used and not otherwise defined in the Order Form, SOW(s), or any document found at <https://clientcontractportal.dayforce.com> have the meaning set forth in the MSA. (References in such prior MSA to "Service Exhibit" and/or "Pricing Schedule", if applicable, shall be read as "Service Particulars" and "Order Form", respectively, mutatis mutandis. The definitions of "Territory" and "Service Term" in such prior MSA shall be read as the "Territory" as stated in this Order Form and Client's remaining Service Term or Extended Term, as applicable).

In addition to the Fees set forth herein, Client will be charged for ad hoc/ancillary Fees as applicable in accordance with the applicable [Rate Sheet](#). Dayforce may change and/or expand the list of items and/or rate of such items from time to time by publishing a new Rate Sheet on the above site, and such changes shall apply to the Client effective the date of such change.

Client acknowledges having read and understood all terms of the Order Form, MSA, Service Particulars and, if applicable, SOW and Rate Sheet, all of which form an integral part of the Agreement between Dayforce and Client.

Dayforce Services US LLC.

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation

City of La Vergne

Per:

Printed Name:

Title:

Date:

I have the authority to bind the corporation/partnership



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.D. Approve an Administrative Services Agreement with MissionSquare Retirement.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments: 1. MissionSquare - Administrative Services Agreement

Summary:

This is a 5-year renewal agreement with Mission Square for the city retirement system.

Background Information:

This is a 5-year renewal agreement with Mission Square for continued services provided to all employees related to our retirement plans 401 (a), 457b, and IRA Roth plans. This renewal secures significant savings for all with lower fees.

Financial Summary:

This renewal reduces our fees from 1.26% to between 0.68% and 0.69%, depending on the program. The annual savings are estimated at \$84,168 or \$402,838 over the 5-year agreement.

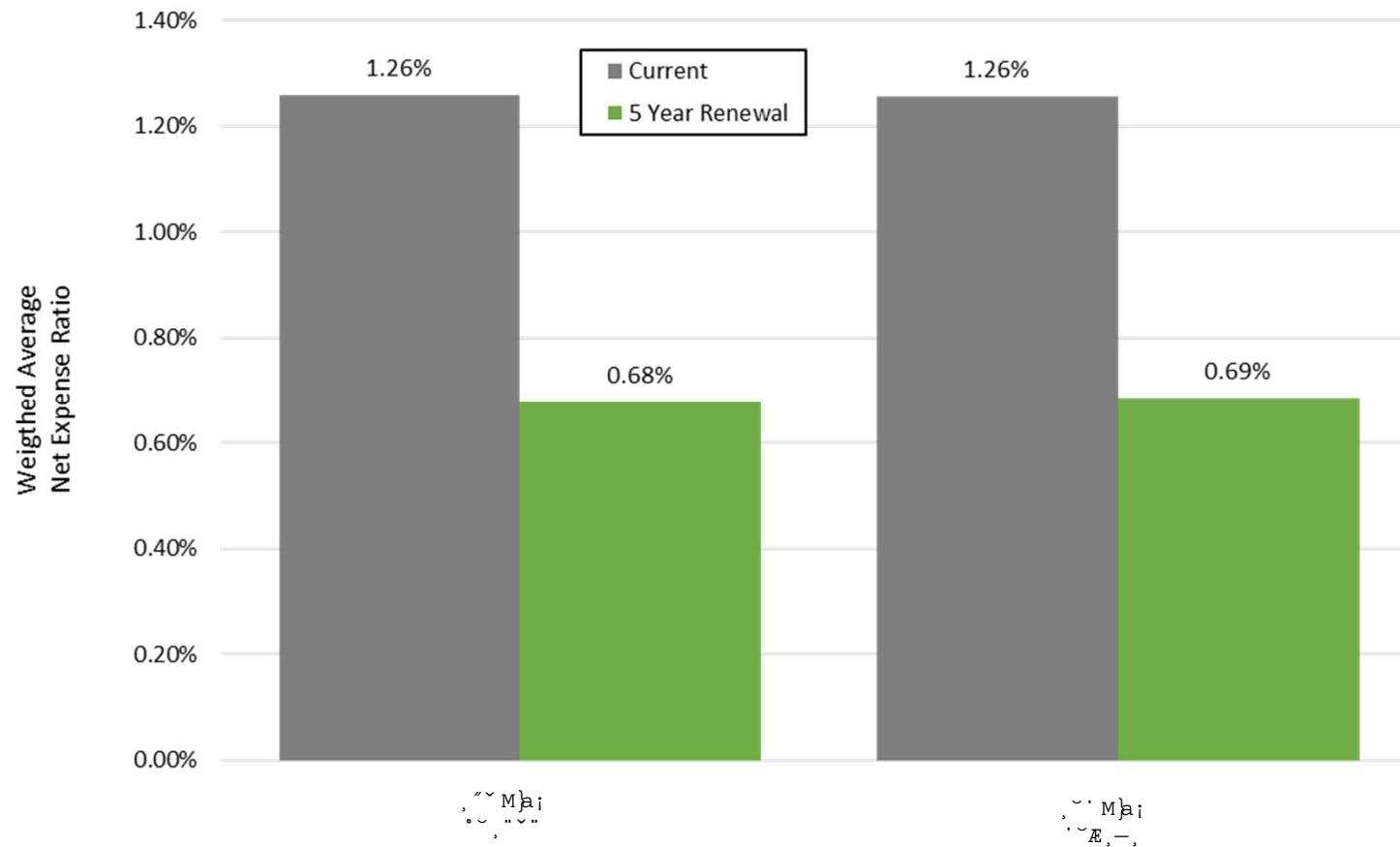
Staff Recommendation:

Staff recommends approval



City of Lavergne

Cost Savings After Renewal



5 Year Renewal Savings: \$420,838 (\$84,168 annually)

Savings estimates based on data as of May 31, 2025.

For institutional use only. See disclosures at the end of this presentation.



Cost Savings with Renewal

CURRENT INVESTMENT MENU		NEW INVESTMENT MENU		
Fund Name	Net Exp Ratio	Fund Name	Net Exp Ratio	Reduction
MissionSquare Aggressive Opportunities R1	1.36%	MissionSquare Aggressive Opportunities R5	0.81%	0.55%
MissionSquare Broad Market Index R1	0.87%	MissionSquare Broad Market Index R5	0.12%	0.75%
MissionSquare Core Bond Index R1	0.87%	MissionSquare Core Bond Index R5	0.12%	0.75%
MissionSquare Emerging Markets R1	1.66%	MissionSquare Emerging Markets R5	1.11%	0.55%
MissionSquare Equity Income R1	1.27%	MissionSquare Equity Income R5	0.72%	0.55%
MissionSquare Growth & Income R1	1.13%	MissionSquare Growth & Income R5	0.58%	0.55%
MissionSquare Growth R1	1.32%	MissionSquare Growth R5	0.77%	0.55%
MissionSquare Inflation Focused R1	1.18%	MissionSquare Inflation Focused R5	0.63%	0.55%
MissionSquare International R1	1.46%	MissionSquare International R5	0.91%	0.55%
MissionSquare Mid/Small Co Index R1	0.87%	MissionSquare Mid/Small Co Index R5	0.12%	0.75%
MissionSquare Model Portfolio Conservative Growth R1	1.28%	MissionSquare Model Portfolio Conservative Growth R5	0.73%	0.55%
MissionSquare Model Portfolio Global Equity Growth R1	1.28%	MissionSquare Model Portfolio Global Equity Growth R5	0.73%	0.55%
MissionSquare Model Portfolio Long-Term Growth R1	1.31%	MissionSquare Model Portfolio Long-Term Growth R5	0.76%	0.55%
MissionSquare Growth Portfolio Traditional Growth R1	1.30%	MissionSquare Growth Portfolio Traditional Growth R5	0.75%	0.55%
MissionSquare Overseas Equity Index R1	0.94%	MissionSquare Overseas Equity Index R5	0.19%	0.75%
MissionSquare PLUS Fund R1	1.32%	MissionSquare PLUS Fund R5	0.77%	0.55%
MissionSquare Retirement IncomeAdvantage R1	2.20%	MissionSquare Retirement IncomeAdvantage R5	1.65%	0.55%
MissionSquare Retirement Target Income R1	1.21%	MissionSquare Retirement Target Income R5	0.66%	0.55%
MissionSquare Retirement Target 2015 R1	1.24%	MissionSquare Retirement Target 2015 R5	0.69%	0.55%
MissionSquare Retirement Target 2020 R1	1.25%	MissionSquare Retirement Target 2020 R5	0.70%	0.55%
MissionSquare Retirement Target 2025 R1	1.28%	MissionSquare Retirement Target 2025 R5	0.73%	0.55%
MissionSquare Retirement Target 2030 R1	1.30%	MissionSquare Retirement Target 2030 R5	0.75%	0.55%
MissionSquare Retirement Target 2035 R1	1.31%	MissionSquare Retirement Target 2035 R5	0.76%	0.55%
MissionSquare Retirement Target 2040 R1	1.32%	MissionSquare Retirement Target 2040 R5	0.77%	0.55%
MissionSquare Retirement Target 2045 R1	1.32%	MissionSquare Retirement Target 2045 R5	0.77%	0.55%
MissionSquare Retirement Target 2050 R1	1.33%	MissionSquare Retirement Target 2050 R5	0.78%	0.55%
MissionSquare Retirement Target 2055 R1	1.34%	MissionSquare Retirement Target 2055 R5	0.79%	0.55%
MissionSquare Retirement Target 2060 R1	1.34%	MissionSquare Retirement Target 2060 R5	0.79%	0.55%



Cost Savings with Renewal

CURRENT INVESTMENT MENU		NEW INVESTMENT MENU		
Fund Name	Net Exp Ratio	Fund Name	Net Exp Ratio	Reduction
MissionSquare Select Value R1	1.35%	MissionSquare Select Value R5	0.80%	0.55%
MissionSquare Small Cap Discovery R1	1.41%	MissionSquare Small Cap Discovery R5	0.86%	0.55%
MissionSquare 500 Stock Index R1	0.87%	MissionSquare 500 Stock Index R5	0.12%	0.75%
MSQ AMG TimesSquare Mid Cap Growth R1	1.62%	MSQ AMG TimesSquare Mid Cap Growth R5	1.07%	0.55%
MSQ BlackRock Equity Dividend R1	1.27%	MSQ BlackRock Equity Dividend R5	0.72%	0.55%
MSQ Carillon Eagle Mid Cap Growth R1	1.30%	MSQ Carillon Eagle Mid Cap Growth R5	0.75%	0.55%
MSQ Cash Management R1	0.98%	MSQ Cash Management R5	0.43%	0.55%
MSQ Cohen & Steers Realty Shares R1	1.43%	MSQ Cohen & Steers Realty Shares R5	0.88%	0.55%
MSQ Contrafund R1	1.18%	MSQ Contrafund R5	0.63%	0.55%
MSQ Diversified International R1	1.40%	MSQ Diversified International R5	0.85%	0.55%
MSQ Invesco Discovery R1	1.34%	MSQ Invesco Discovery R5	0.79%	0.55%
MSQ Invesco Main Street R1	1.12%	MSQ Invesco Main Street R5	0.57%	0.55%
MSQ JPMorgan Small Cap Value R1	1.49%	MSQ JPMorgan Small Cap Value R5	0.94%	0.55%
MSQ MFS Value R1	1.09%	MSQ MFS Value R5	0.54%	0.55%
MSQ Parnassus Core Equity R1	1.36%	MSQ Parnassus Core Equity R5	0.81%	0.55%
MSQ PIMCO High Yield R1	1.40%	MSQ PIMCO High Yield R5	0.85%	0.55%
MSQ Puritan R1	1.03%	MSQ Puritan R5	0.48%	0.55%
MSQ T Rowe Price Growth Stock R1	1.46%	MSQ T Rowe Price Growth Stock R5	0.91%	0.55%
MSQ Victory Sycamore Est Value R1	1.21%	MSQ Victory Sycamore Est Value R5	0.66%	0.55%
MSQ Allspring Core Plus Bond Fund R1	1.00%	MSQ Allspring Core Plus Bond Fund R5	0.45%	0.55%

Appendix

Disclosures

The information contained here is for informational purposes only and is not intended as a solicitation nor does it constitute investment, tax or legal advice. Reference to any fund or asset class is not a recommendation to buy, sell, or hold that fund or asset class. Neither MissionSquare Retirement nor its subsidiaries are responsible for any investment action taken as a result of the information presented or interpretation of such information. Investors should carefully consider their own investment goals, risk tolerance and liquidity needs before making an investment decision. Investing involves risk, including possible loss of the amount invested.

Please note that this content was created as of the date indicated, reflects the author's opinions, and does not necessarily represent the opinion of MissionSquare Retirement or MissionSquare Investments. These opinions are subject to change, without notice, due to market conditions or other factors.

Past performance is not indicative of future results. It is not possible to invest directly in an index. The performance of an index is not an exact representation of any particular investment.

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When Funds are marketed to institutional clients, the Funds are offered by MissionSquare Investment Services, an SEC registered broker-dealer and FINRA member firm. MissionSquare Investment Services is a wholly-owned subsidiary of MissionSquare Retirement and is an affiliate of VantageTrust Company, LLC and MissionSquare Investments.

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Lavergne

Type: **457**

Account #: **304272**

Type: **401**

Account #: **109484**

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Laverne** ("Employer"), an **Entity** organized and existing under the laws of the State of **Tennessee** with an office at **5093 Murfreesboro Road, Laverne, Tennessee 37086**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on

such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering

the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause

MissionSquare to be treated as a “fiduciary” of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan’s investment options. Employer shall have exclusive responsibility for the Plan’s investment options, including the selection of the applicable share class.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) MissionSquare’s compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further

acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure document for the individual mutual fund and referenced in the MissionSquare Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on the assets of the Plan being invested in **R5** shares of

MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section 8 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by November 20 – Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that do not trade via NSCC or (b) chooses to implement investment options that are not mutual funds.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. To the fullest extent permitted by Tennessee law Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement

for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of

each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Tennessee**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF LAVERGNE

By

Signature/Date

By

Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By

Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.
- (q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.E. Approve a Memorandum of Understanding with Volunteer Behavioral Health Care System to Assist Law Enforcement in Responding to Behavioral Health Crisis Situations.

Department: Police

Presented By: Brent Hatcher

Item Attachments: 1. MOU - Volunteer Behavioral Health Care System

Summary:

The La Vergne Police Department seeks Board approval to enter a Memorandum of Understanding (MOU) with Volunteer Behavioral Health Care Systems to enhance community response and coordination regarding mental health crises.

Background Information:

This MOU establishes a collaborative partnership to support effective intervention strategies during behavioral health-related incidents. The agreement will formalize processes for information sharing, referral procedures, joint response protocols, and follow-up care coordination between law enforcement and behavioral health professionals.

Key Objectives:

- Improve the safety and effectiveness of police response to individuals in mental health crises.
- Provide officers with timely access to behavioral health consultation, crisis intervention services, and post-incident support.
- Increase referrals to mental health treatment in lieu of arrest where appropriate.
- Enhance community trust through compassionate and coordinated response efforts.

Responsibilities:

Volunteer Behavioral Health will provide crisis support services, staff training, and consultation as needed. La Vergne Police Department will identify and refer individuals in crisis, participate in training, and coordinate with Volunteer Behavioral Health during and after incidents.

Financial Summary:

There are no costs associated with the project.

Staff Recommendation:

Staff recommends approval.

**Memorandum of Understanding
By and Between
La Vergne Police Department,
City of La Vergne
And
Volunteer Behavioral Health Care System**

This Memorandum of Understanding (MOU), effective as of October 1, 2025, by and between Volunteer Behavioral Health Care System (VBHCS) and the City of La Vergne (“City”) on behalf of its La Vergne Police Department (“LPD”) (hereinafter individually, “Party,” and collectively, “Parties”), sets forth the mutual understanding between the Parties for the purposes listed within it, and to create and operate an organized, prompt, and efficient provision of behavioral health services to mutually served consumers.

Now therefore, the Parties hereto understand and agree as follows:

- I. Purpose.** The purpose of this agreement is to formalize the understanding between VBHCS and the City with regard to VBHCS’s provision of behavioral health crisis services, screenings, and assessments to the individuals involved with LPD, as needed.
- II. Parties.** Law enforcement, hospitals, and emergency departments frequently assist and provide care for individuals who are in a psychiatric crisis (defined in this MOU as a mental health condition requiring immediate intervention to prevent further psychological or situational deterioration or injury to self or others). Additionally, law enforcement involvement is frequently requested for the purpose of providing protection to one or more parties (including individuals in psychiatric crisis, collateral contacts, and staff) and to provide transportation for individuals being involuntarily admitted to an inpatient psychiatric facility.

VBHCS, as a nonprofit behavioral health care provider in Tennessee, is contracted through a grant from the State of Tennessee to provide Adult Mobile Crisis services within the area of which LPD is located. As part of the Crisis Services continuum, VBHCS operates a Crisis Call Center (“Call Center”) which serves to centrally coordinate triage/dispatch efforts in order to provide timely and effective Crisis Emergency Response services. The Call Center is also a part of the “988” National Suicide Prevention Lifeline. The VBHCS **Crisis Emergency Response Team (CERT)** is comprised of various specialized behavioral health professionals who are able to deploy into the community, and to partnering facilities, to provide behavioral health crisis services urgently, on-site, and directly to the individuals being served in such facilities and/or in public spaces. VBHCS also operates three Crisis Walk-In Centers (WIC) in Chattanooga, Cookeville, and Murfreesboro; as well as three Crisis Stabilization Units (CSU) for adults in Chattanooga, Cookeville, and Murfreesboro. The CERT, Call Center,

WICs, and CSUs operate twenty-four (24) hours a day, seven (7) days a week, and are all comprised of specially trained behavioral health professionals.

- III. Concept and Cooperation.** Law enforcement often has interactions with individuals who are or may be experiencing behavioral health episodes and are in desperate need of behavioral health crisis assessments and screenings, and therefore desires that VBHCS provide the needed behavioral health services, screenings, and assessments (“Crisis Services”) for these individuals, as appropriate.

VBHCS desires to provide basic outpatient behavioral health Crisis Services in a community partner setting to better facilitate appropriate care and treatment of people who may be experiencing behavioral health episodes, including psychiatric crisis.

LPD desires to allow VBHCS CERT staff to access individuals within their facility, in their custody, or with whom they are involved with, and/or through virtual telehealth capability, in order to provide these behavioral health Crisis Services, as appropriate. Routine scheduling of any on-site CERT staff will be mutually determined and agreed upon by both Parties. Individuals referred for Crisis Services will be opened as cases in the VBHCS Electronic Health Record.

Each Party shall cause its employees, agents, and subcontractors providing participation pursuant to this MOU to adhere to such policies and procedures of both Parties, maintain collaborative relationships, and share patient information with inpatient and other treatment facilities to facilitate coordinated patient care, in accordance with applicable law and regulation. It is the expectation that both LPD and VBHCS will work together cooperatively, share respective expertise, and assist each other to provide the most appropriate response for each individual mutually served by both Parties. Both parties will work collaboratively to evaluate a person in a behavioral health crisis and decide the most appropriate disposition. Should there be any difference of opinion, LPD will have the final decision, unless otherwise precluded by applicable law.

- IV. Duties of the LPD.** During the Term, LPD will, at its own cost and expense: (a) provide cooperation with CERT staff for the benefit of individuals’ behavioral health needs; (b) maintain space reasonably appropriate for Crisis Services in LPD, and make the agreed upon space available on a non-exclusive basis to VBHCS on a mutually agreed upon schedule for the provision of the Crisis Services to be provided; (c) participate and cooperate in care coordination for medically appropriate individuals in need of the Crisis Services; and (d) cooperate with VBHCS staff, as well as assist in obtaining any necessary trainings for VBHCS staff as needed for continued credentialing and certification by LPD, and to ensure VBHCS staff have information on applicable laws and departmental orders/procedures regarding emergency evaluations by Crisis Services. Additionally, LPD may call the Crisis Call Center or involve a CERT staff for

consultation on individuals in a psychiatric crisis. In cases of an individual's behavior that may not result directly from mental illness, substance use, or co-occurring issue(s), LPD will use its judgment to determine Crisis Services' involvement. Should LPD feel a person in psychiatric crisis is in immediate need for evaluation and CERT staff cannot respond in-person immediately for any reason, law enforcement officers and physicians have the ability to complete a 6-401 (Title 33, Chapter 6, Part 4, Tenn. Code Ann) requesting an examination for emergency admission which allows and initiates a request for the individual to be seen for emergent needs (i.e. deemed danger to self or others, cannot be maintained in current environment).

- V. Duties of VBHCS.** During the Term, VBHCS, will: (a) provide clinical staff from the CERT to furnish appropriate Crisis Services, as medically necessary and at the request of LPD; at a minimum, the CERT staff shall consist of a bachelor's level behavioral health professional (master's level preferred) with the experience and training to provide the behavioral health Crisis Services (including without limitation: crisis assessment/ intake, crisis stabilization, and/or care coordination/care management); (b) provide behavioral health assessments and recommendations on the assessed individuals as requested by LPD, either in-person or via telehealth, as space and equipment is available; (c) recommend and facilitate, as requested by LPD, necessary and appropriate referrals to inpatient services, outpatient resources/services, or other appropriate support by offering available resources for which the individual is eligible (such as individual, group, and/or family therapies; medication management; 23-hour observation; and/or connections to other social services); (d) provide support and behavioral health expertise, authority, and training, if requested, to staff of LPD; (e) maintain all certifications necessary to render the Crisis Services in a clinically appropriate manner and provide Crisis Services only within their scope of practice for which the CERT staff are licensed, credentialed, and qualified; (f) and adhere to all Policies and Procedures of VBHCS and LPD. CERT staff will adhere to prevailing or current confidentiality laws when interacting with external departments with respect to a psychiatric emergency, ensuring the safety of the person in crisis and the public. CERT staff will provide information without written consent from the client, subject to the requirements and restrictions of the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable laws and LPD policies in the following situations: (i) in an emergency where there is a threat of immediate harm to self or others, CERT staff will exchange information with police, other service providers, family members, or other collateral individuals of the consumer who have a need to know; and (ii) staff will follow all laws related to the reporting of child, dependent, elderly adult abuse, and/or intimate partner abuse.

Additionally, CERT staff will respond to a call from a person in crisis, or from collaterals including hospital personnel, police, family members, etc. A call from law enforcement will be considered a priority for the CERT's response. CERT staff can be reached by law

enforcement telephonically by dialing 988 or 1-800-704-2651. If there is no need for a face to face evaluation, CERT staff will provide telephonic instruction. If a coordinated response is warranted, CERT staff will contact law enforcement via dispatch to arrange a meeting time and pre-specified location. CERT staff will discuss the situation with LPD to determine if the presence of security is required throughout the entirety of the assessment and care coordination process. VBHCS Staff will not remain in locations deemed unsafe by law enforcement and supervisors. During an in-person response by the CERT, staff will evaluate the situation and arrange for the most appropriate disposition. If the person in crisis needs to be transported and is not in need of secure transportation per CERT staff's evaluation, CERT staff will attempt to arrange transportation to the appropriate psychiatric facility by any other means available. If an emergency petition is required in accordance with Tenn. Code Ann. § 33-6-404, CERT staff may request sheriff's department provide transportation for medical clearance and/or to the appropriate psychiatric facility. LPD may require the reassignment and/or removal from LPD premises of VBHCS staff who do not comply with the requirements of this Section V.

- VI. Term and Termination.** The Term, referred collectively in this MOU as the "Term," becomes effective on the date this MOU is signed by both Parties; and remains in force unless explicitly terminated, in writing, by either Party. Either Party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other Party.
- VII. Miscellaneous.** The Parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value. Each Party is not liable to the other for the actions of its own agency and employees. Neither Party to this MOU has the authority to act on behalf of the other Party or bind the other Party to any obligation of that Party. The remedy for non-performance under this MOU shall be termination of this MOU. Each Party shall be responsible for personal injury or property damage or loss resulting from its own negligence or the negligence of its employees, members, officers, or others for whom the Party is responsible. This MOU shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Tennessee shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought or arise out of or in connection with or by reason of this MOU; provided however, any judgment or settlement rendered in or agreed upon in any such litigation or proceeding may be enforced in any other jurisdiction. This MOU shall not affect any of the Parties' rights, titles, claims, or defenses, including any entitlement to sovereign immunity pursuant to Tennessee law.
- VIII. Billing and Revenue from the Services.** VBHCS will bill in its own name for all Crisis Services rendered hereunder. All revenue and income resulting from the Crisis Services

rendered by VBHCS shall belong to and accrue to the benefit of VBHCS. The City/LPD shall be entitled to examine and copy, at their sole cost and expense, the VBHCS accounting books and records for the Crisis Services provided at LPD, during regular business hours, for the purpose of verifying the amounts billed and collected by VBHCS for the Crisis Services provided at LPD. For the avoidance of doubt, there shall be no compensation between the Parties for the Crisis Services specified in this MOU.

- IX. Medical Records.** All medical records of the Crisis Services shall be the exclusive property of VBHCS, and VBHCS shall be responsible for maintaining such records in accordance with applicable law. If desired by LPD, information can be entered into its system regarding individuals in contact with LPD and Crisis Services, with LPD being responsible for maintaining such records in accordance with applicable law. All medical records of the services provided by LPD and its staff shall be the exclusive property of LPD. Upon execution of applicable releases by the appropriate Parties, information necessary for the treatment, assessment, management, and care coordination of the assessed individuals shall be shared with either Party to the extent as allowed by applicable law to facilitate appropriate care. VBHCS staff will follow applicable privacy and confidentiality laws and regulations and LPD policies and procedures in regards to providing Crisis Services to individuals.
- X. HIPAA Compliance and Confidentiality.** The Parties shall each maintain the privacy and confidentiality of all information, including the personal facts and circumstances of shared clients, in compliance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this MOU for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Authorization as required by HIPAA or other applicable law or regulation; (2) use appropriate safeguards to prevent use or disclosure of patient information other than as provided for under this MOU; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this MOU or applicable federal and state laws or regulations.
- A. Additional Confidentiality Requirements.** Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance

abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of all applicable state or federal laws, rules, or regulations.

B. Breaches of Confidentiality. If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to the other Party's Privacy Officer. The alleged breach or violation will be investigated and appropriate steps will be taken, up to and including immediate termination of this MOU. Both Parties reserve the right to terminate this MOU if they determine that either Party has violated a material term of the MOU.

C. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this MOU.

XI. Comprehensive General Liability Insurance; Workers Compensation; Automobile Liability Insurance. Each of the Parties will maintain in full force and effect during the Term, at its own cost and expense: (i) general liability insurance, in the amount of \$1,000,000/3,000,000 covering its activities pursuant to this MOU; and (ii) workers' compensation insurance in the amount required by law covering their respective employees providing services pursuant to this MOU; and (iii) automobile liability insurance, including owned, non-owned, and hired vehicles, with limits as required by law or a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence, whichever is greater. Each Party shall provide proof of such insurance upon another Party's request. Such insurance may be provided under a program or programs of self-insurance.

XII. Professional Liability Insurance. VBHCS will maintain in full force and effect during the Term, at its own cost and expense, professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering VBHCS and the CERT staff against errors and omissions arising from patient, professional, medical, and non-physician medical services rendered by VBHCS or the CERT staff pursuant to this MOU. VBHCS will provide proof of such insurance upon the City/LDP's request.

XIII. Relationship of the Parties. The Parties expressly acknowledge that they are "independent contractors" and nothing in this MOU is intended nor shall be construed to

create an employer/employee relationship, a joint venture, or partnership relationship. The Parties acknowledge that they are not “business associates” and neither provides any “business associate functions” to the other, as those terms are defined under HIPAA.

- XIV. Force Majeure.** Neither Party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- XV. Compliance with Law.** The Parties will provide services hereunder in compliance with all laws, statutes, codes, ordinances, rules, regulations, and requirements of all federal, state, and municipal authorities now in force, or which may hereafter be in force. The Parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual’s race, creed, color, national origin, age, sex, or which is in violation of any applicable laws.
- XVI. No Condition Referrals.** The Parties acknowledge that none of the services provided hereunder are conditioned upon any requirement that either Party or any individual practitioner providing services to or on behalf of such Party make referrals to, receive referrals from, be in a position to make or influence referrals to, or otherwise generate business for the other Party.
- XVII. Financial Obligations.** No Party may incur any financial obligation on behalf of the other.
- XVIII. Notices.** All notices, consents, waivers, and other communications required or permitted by the MOU shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addressees and marked to the attention of the person (by name or title) designated below (or to such other address or person as a Party may designate by notice to the other Parties):

If to:
Volunteer Behavioral Health Care System
413 Spring Street, PO Box 4755
Chattanooga, TN 37405
Attn: President and CEO

If to:
La Vergne Police Department
5093 Murfreesboro Road
La Vergne, TN 37086
Attn: Police Chief

- XIX. Severability.** This MOU shall not be modified or amended except by a writing duly executed by each of the Parties. No waiver of any provision of this MOU shall be effective unless the waiver is in writing and duly executed by each of the Parties. The waiver by a Party of the breach of any provision of this MOU by another Party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by that Party. The provisions of this MOU shall be severable, and the invalidity of any provisions or portions thereof shall not affect the validity of the other provisions.
- XX. Additional Compliance.** The Parties agree that they shall perform under this MOU in compliance with all applicable federal and state laws, including without limitation, the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Acts of 1967 and 1975, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and, as applicable, in compliance with standards of the Joint Commission on Accreditation of Healthcare Organizations, the Medicare Conditions of Participation, and billing requirements of governmental and commercial payers. The Parties agree that neither shall discriminate against any person due to disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state constitutional, or statutory law. All remuneration provided hereunder is intended to represent fair market value for the services provided and it is expressly acknowledged that no remuneration under this MOU is in return for the referral of individuals or in return for the purchasing, leasing, ordering, arranging for, or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made or sought in whole or in part under Medicare, Medicaid, or any other federal or state reimbursement program. In the event of any applicable legislative or regulatory change or action, whether federal or state, that has or would have a significant adverse impact on either Party hereto in connection with the performance of services hereunder, or should either Party be deemed for any reason in violation of any statute or regulation arising from this MOU, or should it be determined that this MOU gives rise to a financial relationship or other relationship under any regulatory law(s), which is not subject to an applicable exception or safe harbor so that referrals between the Parties, or billing for such referrals, would be prohibited or restricted/limited such law or regulation, then this MOU shall be renegotiated to comply with the then current law/regulation and, if the Parties hereto are unable to reach a mutually agreeable and

appropriate modification, either Party may terminate this MOU upon ninety (90) days written notice to the other Party.

AGREED TO AND ACCEPTED BY IN WITNESS WHEREOF, the Parties hereto have entered into this Memorandum of Understanding, to be effective as the date first above written.

AGREED TO AND ACCEPTED BY:

Volunteer Behavioral Health Care System:

City of La Vergne:

By: _____
Phyllis Persinger, President/CEO

By: _____
Jason Cole, Mayor

Date: _____

Date: _____

Approved as to Form:

By: _____
Evan Cope, City Attorney

Date: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.F. Approve License Agreement for Installation and Maintenance in Right-of-Way with Flock Group, Inc., d/b/a Flock Safety for the Installation, Operation and Maintenance of Flock Devices.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. License Agreement - Flock Group

Summary:

This is a license agreement that will allow Flock Safety to operate their devices within the city right-of-way.

Background Information:

In February 2025, the Board approved a master services agreement with Flock Group, Inc. to do a trial evaluation of their automated license plate recognition system. The city has been working through the process of getting this trial evaluation set up. In order for Flock to install their devices in the city's right-of-way, this license agreement needs to be approved by the Board.

Financial Summary:

There is no cost to the city for this License Agreement.

Staff Recommendation:

Staff recommends approval.

**Prepared by and to be
Returned to after recording to:**

E. Evan Cope, City Attorney
119 East Main Street
Murfreesboro TN 37130

Tax Map ____ Group ____ Parcel ____

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

This License Agreement for the Installation and Maintenance in ROW ("Agreement") is entered into by and between the **CITY OF LA VERGNE**, a municipal corporation located in Rutherford County, Tennessee ("City"), and Flock Group, Inc. d/b/a Flock Safety, a Delaware corporation, its successors and assigns ("User"), and agree as follows:

RECITALS

User desires to install, operate and maintain Flock device(s), which may include a pole, clamps, solar panel, installation components, and any other physical elements ("Flock Hardware") within right-of-way owned by the City (the "ROW in conformity with the Terms and Conditions entered into by and between the Lavergne Police Department and User attached hereto as Exhibit 2.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the parties hereto agree as follows:

1. Subject to §14-401, et seq., of City's municipal code, which is incorporated herein by reference and made a part of this Agreement as if set forth, at length, *verbatim*, and with which User agrees to comply, City does hereby grant to User a nonexclusive revocable license to install, operate and maintain Flock Hardware within the ROW for a term of five (5) years, beginning upon City's execution of this Agreement. City consents to the installation, operation and maintenance of Flock Hardware within the ROW without a permit, provided that User shall submit a deployment plan to the City Planning Department for its review and approval prior to beginning any installation.

2. User agrees that it shall design, install and maintain Flock Hardware at its expense and in accordance with City's ordinances, regulations and rules, and all other applicable law, and that it shall likewise in every respect and at all times comply with City's ordinances, regulations and rules, and all other applicable law. In the event of a conflict between this Agreement and City's ordinances, regulations and rules, and any other applicable law, City's ordinances, regulations and rules, and any other applicable law shall control.

3. User agrees that City shall have the right to limit or totally withdraw its permission to install, operate and maintain Flock Hardware within the ROW if the City determines that such is reasonably necessary for the preservation or protection of the health, safety or welfare of the residents or guests of the City or for the protection or preservation of City property, utilities or infrastructure.

4. City reserves the right for it or its authorized contractor, at any time, to perform work deemed necessary or appropriate by City within the ROW, specifically including work on any utilities, and City shall have no liability to User for any damage to Flock Hardware by reason of such work.

5. User hereby agrees to indemnify City, and its officers, employees and agents, and hold them harmless to the maximum extent allowed under Tennessee law for any and all claims arising from this Agreement and are a direct result of the installation or maintenance of Flock Hardware, including, without limitation, claims by third parties, and including attorneys' fees and all other costs of preparing for and defending against such claims,. Without limiting the foregoing, User shall hold City and its officers, employees and agents, harmless for any personal injury or property damage, including interruption of service or loss of business, incurred by User, or its officers, employees or agents, arising from City's construction, reconstruction, operation or maintenance of its property. The indemnification and hold harmless provisions of this Agreement shall survive expiration or termination of this Agreement.

6. This Agreement shall be for an initial term of 5 years from the date of City's execution of this Agreement unless either party, in its sole option and discretion, gives written notice to the other party, that it is electing to terminate this License Agreement six (6) months in advance of the date it wishes to terminate this Agreement.

7. This Agreement shall be governed by the laws of the State of Tennessee, and jurisdiction and venue for any litigation arising hereunder shall be in the Circuit Court for Rutherford County, Tennessee. In the event of any such litigation, if the City is the prevailing party, in addition to any other legal or equitable relief granted by the Court, reasonable attorney fees and all costs of court including but not limited to discovery, witness and expert fees.

8. If, at any time, City determines that any Flock Hardware needs to be relocated within, or removed from, the ROW for any reason, User shall relocate or remove the same as directed by a thirty (30) day written notice from City. All such costs of relocation or removal, including the cost of relocating any part of Flock Hardware shall be borne by User and not by City, except as City may subsequently agree. User shall complete the relocation or removal cooperatively and in the reasonable manner and time as City shall specify by written notice, or within such additional time as City may authorize. Upon the failure of User to relocate or remove Flock Hardware within the specified time, or such additional time as City may authorize, Flock Hardware shall be deemed to be abandoned by User, and User shall be liable to City for the costs of removing Flock Hardware from the ROW.

9. User shall be responsible for resolving any conflicts with structures, other utilities or appurtenances that are located in the ROW and shall notify the respective owner(s) of any conflicts and secure owner permission for any alterations.

10. User may not assign or transfer its rights or obligations under this Agreement to another entity or person without first giving written notice to, and obtaining the consent of, City, which consent shall not be unreasonably withheld.

11. User shall at all times have and maintain, and shall provide City written proof of, liability insurance policies containing, at a minimum, the following insurance coverage:

- a. Commercial general liability insurance.
- b. Commercial automobile liability insurance for all vehicles owned or used by the User in any phase of the construction, installation, operation, maintenance or repair of Flock Hardware.
- c. All such liability insurance policies shall provide liability coverage in the minimum amount of \$ One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate _____.
- d. All such liability insurance policies shall name City as an additional insured for the purposes of fulfilling User's obligations under this Agreement, including without limitation, any and all obligations to indemnify and hold harmless City, and its officers, employees and agents.

12. City does not grant User any right, title or claim to any property of City and in granting the Agreement does not, in any way, assume the maintenance of Flock Hardware.

13. City reserves the right, at any time, to perform work deemed necessary or appropriate by the City within the ROW, including, but not limited to, the right to lay, and to permit to be laid, sewer, gas, water, and other pipelines, and electric, telecommunications or other communications cables, wires, and conduits, and to do, and to permit to be done, any underground and overhead work that may be deemed necessary or proper by City in, across, along, over or under the ROW, and to change any curb or sidewalk or the grade of ROW. The City shall not be liable to User for any damages caused by CITY whatsoever.

14. City may revoke the Agreement and/or terminate this Agreement at any time upon the breach of this Agreement by User.

15. User shall replace or repair, to the satisfaction of City, any portion of the ROW, and any structure located in the ROW, damaged or disturbed by User. In the event such replacements or repairs are not satisfactory to City, City may make such replacements or repairs at the expense of User, and User agrees to reimburse City for the total cost of the same, including, without limitation, the cost of labor and materials.

16. User shall remove Flock Hardware from the ROW within 180 days of the expiration or termination of this Agreement. Upon the failure of User to relocate or remove Flock Hardware within the specified time, or such additional time as City may authorize, the Hardware shall be deemed to be abandoned by User, and User shall be liable to City for the costs of removing such facilities from the ROW.

17. This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

18. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

19. This Agreement forms the entire Agreement between the City and User. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this Agreement, will be of no force or effect.

20. Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, by overnight courier, or sent by certified mail - return receipt requested addressed, as follows:

To City:

City Administrator
City of La Vergne Division
5093 Murfreesboro Road
La Vergne, TN 37086
brichardson@lavergetn.gov

To User:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Notices shall be in writing and shall be effective when received via electronic transmission, or private

carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above. Electronic notices shall be deemed given when directed to an electronic mail address at which a party has consented to receive such notice.

21. This License Agreement shall inure to the benefit of and be binding on the successors and assigns of User and City and shall run with the land. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and User have set forth their hands and seals below as of the date as of the date of the last party to sign.

User: <u>Flock Group, Inc. d/b/a Flock Safety</u> By: <u>Nicole Marie Russell</u> Printed name: <u>Nicole Russell</u> Title: <u>Senior Manager, Permitting</u> Date: <u>10/03/2025</u>	CITY OF LA VERGNE _____ Jason Cole, Mayor Date: _____ Attest: _____ Bruce Richardson, City Recorder Approved as to form: _____ Evan Cope, City Attorney
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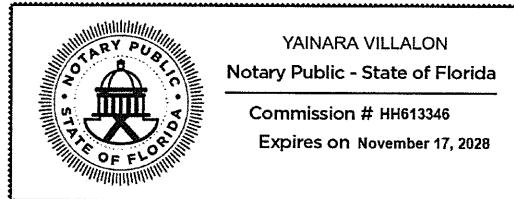
STATE OF Florida)
 : SS
COUNTY OF Lee)

Before me, Yainara Villalon, a Notary Public of said County and State, personally appeared Nicole Marie Russell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Manage of Permitting of Flock Group Inc, a Delaware corporation, and executed the foregoing instrument for the purposes therein contained, by signing the name of the company in his capacity as Senior Manager of Permitting.

Witness my hand and seal, at Office, this 3rd day of October, 2025.


Yainara Villalon
Notary Public

My Commission Expires: 11/17/2028



Notarized remotely online using communication technology via Proof.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.G. Approve Amendment #2 to the Professional Services Agreement with Lambe + Associates, LLC for Development of Construction Plans, Contract Documents, and Construction Administration for Relocating the City Administrator, Finance, and Human Resources Departments to the Public Works and Community Development Services Facility.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. Amendment #2 Proposal - PSA

Summary:

The project will consist of work necessary to develop complete construction plans, contract documents, and construction administration for the build-out of the PW&CDS to add or modify spaces for the following departments: City Administrator, Economic Development, Finance, Human Resources as well as upgrades to the facility for ADA accessibility and added parking and other exterior amenities.

Background Information:

The La Vergne Police Department is presently in need of additional space in support of their continued excellent service to the citizens of La Vergne. At the present time, this most cost-effective means of providing this space is for the City Administrator, Finance, and Human Resources Departments to vacate the City Hall and have those spaces given over to Police Department. It is the intent to relocate those departments to the PW&CDS Building.

On September 01, 2021, the City of La Vergne entered into a Professional Services Agreement (PSA) with Lambe + Associates LLC for the design and construction oversight of the Public Works & Community Development Services (PW&CDS) Building for La Vergne. That building is operational.

On May 6, 2025, that contract was modified to add a programming phase for the overall

building and site for the purpose of relocating the City Administrator, Finance, and Human Resources Departments to the Public Works and Community Development Services Facility.

This amendment follows up Amendment #1 to complete all documents necessary for the required construction and provide construction administration through construction.

Financial Summary:

Original Contract Amount:	\$768,570.00
Amendment #1:	<u>\$26,500.00</u>
Present Contract Amount:	\$795,070.00
Proposed Amendment #2	<u>\$291,425.00</u>
Proposed Contract Amount:	\$1,086,495.00

Staff Recommendation:

Staff recommends approval.



October 20, 2025

Gary Lide, P.E., Director of Engineering
City of La Vergne
Engineering Department
1500 E Nir Schreibman Boulevard
La Vergne, TN 37086

**RE: Professional Design Services for the Build-Out of Areas 'E' and 'C' at the
Public Works and Community Development Services Facility
City of Laverne, Tennessee**

Dear Gary,

Thank you for the opportunity to continue our work with you and the City of La Vergne, Tennessee. We have enjoyed our working relationship with you and the city on the recently completed Public Works and Community Development Services facility. Now that we have completed and received approval of the Programming Phase and subsequent preliminary layouts, we are pleased to present this proposal to develop permit documents for permitting and construction.

BACKGROUND

The original PW/CDS building design included approximately 13,628 square feet of expansion space on the second floor (*hereby referred to as Area 'E'*), intended to provide space for the following departments:

- Human Resources,
- Public Relations,
- Economic Development, and
- Finance.

In addition, the city has identified a need to modify a portion of Area 'C' on the ground floor to convert that space to the City Administrator's Office suite. As mentioned above, the (*current*) Economic Development department will be relocated to Area 'E' on the second floor. This area is approximately 1,078 square feet and will require minimal work to achieve that goal. The city has also identified several miscellaneous doors throughout the existing PW/CDS facility that will be modified for controlled access as part of this project. Finally, city has identified the need for additional parking on the site and a new pre-engineered covered building, the scope of which was discussed with CEC, the civil engineer of record, during our meeting at your offices on 09.25.25.

SCOPE OF WORK

Based on our recent meetings, Lambe + Associates, LLC (L+A) and our design team will work with you and the City to provide documentation that can be used to permit and construct the project. We will include civil engineering, architectural, structural, mechanical, plumbing, electrical, and fire protection engineering and provide these services based on the approved preliminary plans developed during the previous Programming Phase.

It is our understanding that architectural and engineering fees for this project will be processed as an additive change order to our current PSA with the City of La Vergne and that all such language and requirements within said document shall remain in force.

We propose the following phases of work to complete the tasks as identified.

Phase I - Design Development: Interior work - L+A will work with you and city staff to refine the requirements of the preliminary floor plans recently developed for Areas 'C' and 'E'. In addition, we will work with you to address access control at specific doors designated by the city. Our documents will include low voltage design. Exterior work will include providing design services for a new covered pre-engineered storage building (40' x 60'), working closely with you and CEC, the civil engineer of record, to site this new building. Specifically, other exterior improvements include the following:

- 60-employee overflow parking spaces.
- Four 40 ft parking stalls for larger vehicles.
- Approximately 160 sf gravel storage area.
- Approximately 600 sf temporary material spoil area to accommodate 150 cy of material.
- A new wash station for larger construction equipment.
- Stormwater quality/quantity design to accommodate the impervious area added during this phase.
- Approximately 450 lf of water line and a new hydrant for the proposed building.
- Sizing and scoping of an oil/grease catch basin insert for Catch Basin No. 11.
- Adding sidewalk connecting the Public Works Facility to the existing sidewalk alongside East Nir Shreibman Blvd.
- Adding additional bollards where the multi-use path and Stones River Road intersect for pedestrian protection.
- Additional landscaping requirements for the new building and parking area.

As an add-alternate, CEC will provide additional design development services for the Blue Cross Blue Shield Park Design based on initial comments made during an in-person meeting with the city and architect on 9/3/2025. This work will be performed on Parcel 14.03 which is a +/-2.43 undeveloped parcel located west of the Public Works Facility. CEC will work with the project team to coordinate civil engineering plans for the additional site design using the Blue Cross Blue Shield Grant information pamphlet and concept as a basis for design.

This scope of work for the park includes the following:

- Parking and driveway layout.
- Sidewalk extension along Stones River Road.
- Site grading for the pad to be 1.5% or less; driveway grades can be steeper.
- Water meter/backflow preventer for new water service.
- Stormwater management area (water quality/quantity) for new impervious area. This system will be at least 50' away from the playground.
- Application for coverage under the NPDES CGP.
- All landscaping and lighting are excluded from this scope.
- Planning and zoning meetings will be handled by the City.

Phase II - Construction Documents: Once the design development phase is complete and approved by you, L+A will work with our engineering consultants to complete construction documents for permitting and construction. As previously mentioned, our final documents will include civil, architectural, structural, mechanical, plumbing, electrical, and fire protection design. We have not included fees for other engineering disciplines which could be required for permitting and construction (*such as interior design, third-party inspections, and/or QA or QC, or other specialty consultants*) that would be contracted separately by you if required.

L+A will assist the city with the bidding and award process, including a pre-bid meeting to address potential bidders' questions and their understanding of the project, evaluation of bids received, and recommendation of award to the lowest responsive bid.

Technical specifications, as required for the architectural and engineering portions of the work prepared by L+A or our consultants will be included in a Project Manual and/or on the drawings. All engineering services for the project required for permitting and/or construction will be coordinated by L+A for inclusion in a single drawing package, including those that may be contracted separately by you. The Owner (City of La Vergne) will be responsible for all costs associated with review fees, securing permits, or other fees that are not included in this proposal, such as but not limited to tap fees, capacity fees, etc.

L+A's fee does not include 3-dimensional colored renderings or presentations to the City of La Vergne Planning Commission, but these additional services can be performed on an hourly basis if required. Exterior signage packages and furniture selections are not included in our fee quote but may be negotiated and provided by L+A if requested by you.

Phase III - Construction Administration: L+A will provide construction administrative services to assist you as requested during construction. Such services can typically include technical reviews of submittals and shop drawing information submitted by the contractor for compliance with the drawings and specifications, periodic site observation visits, review of the work in place for confirmation of pay applications submitted by the contractor, and addressing miscellaneous issues

that may arise during the work. Fees for construction administrative work will be charged on an hourly basis at the consultant's hourly field rates for services performed at the request of you or the contractor. Review fees for these services remain the responsibility of the Owner.

SCHEDULE OF FEES

L+A's fee for professional design services will be performed on an hourly not-to-exceed fee basis, based on the estimated time required to complete each task at our current office rates. Should additional architectural or engineering services be required beyond those described above by either you, the Contractor, The City of La Vergne, the State of Tennessee, or other government agencies having local jurisdiction, L+A will work with you to provide these additional services at a fee to be negotiated at that time. Changes made to the Construction Documents following issuance of bidding documents resulting from review comments provided by any of these entities will be performed as an additional service for all items not due to our negligence. L+A will engage in value engineering activities, whether investigated or implemented, only as an additional service at a fee to be determined at that time based on the scope of work requested by the Owner.

Reimbursable expenses in addition to the lump sum fees include all printing costs, color renderings or 3-D perspectives, photography, long distance communications, etc. Such expenses would be billed with a 1.2 percent mark-up to cover administrative costs, but only after prior approval by you. L+A will invoice upon completion of each phase of work, or monthly, whichever comes first, and payment is due at that time.

We propose the following fees for each phase of work as described:

Phases I - Design Development:

- *Civil, Architectural, Structural, Mech/Plumbing, Electrical, Fire Protection* **\$101,999**

Phase II – Construction Documents and Bid/Award:

- *Civil, Architectural, Structural, Mech/Plumbing, Electrical, Fire Protection* **\$131,141**

Phase III - Construction Administration:

- *Civil, Architectural, Structural, Mech/Plumbing, Electrical, Fire Protection* **\$58,285**

Total A/E Design Fees:	\$291,425
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Again, Lambe + Associates, LLC appreciates the opportunity to work with you and the City of La Vergne on this project. If you agree with the terms described, please sign in the appropriate place below and return the original to L+A for our files (via fax or email in the interest of time). Upon receipt, we will send a hardcopy by regular mail for your company files.

Please feel free to contact me at 615.973.4290 should you have any questions regarding this proposal.

Sincerely,

Lambe + Associates, LLC



Timothy A. Lambe, AIA, NCARB
Principal

Agreed to as outlined above; Lambe + Associates, LLC authorized to proceed:

Signature: _____

Date: _____

Print Name: _____

Title: _____



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.H. Approve Membership Agreement with the National Testing Network for Standardized Testing Services for the Police Department.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. NTN Membership Agreement

Summary:

This is an item to approve a membership with the National Testing Network which will aid in driving more quality candidates to positions within the police department from a nationwide pool of candidates.

Background Information:

The National Testing Network (NTN) is a standardized testing service used by many law enforcement agencies to assess entry-level applicants. It includes a written exam, video-based situational judgment test, and, in some cases, a physical ability test that are all designed to reflect the demands of police work. Applicants register online, select a convenient testing location, and complete the assessments on their own schedule. Test results are sent directly to the agencies the applicant chooses, allowing them to apply to multiple departments without retesting. NTN streamlines the hiring process, promotes fairness, and reduces administrative workload for agencies.

Financial Summary:

The cost for the National Testing Network is \$750.00 annually.

Staff Recommendation:

Staff recommends approval.



Membership Agreement

This Membership Agreement ("Agreement") is effective as of the date signed, by and between La Vergne Police Department ("Member Agency"), and National Testing Network, Inc. ("NTN"), whose principal address is 2122 164th St. SW Suite #300, Lynnwood WA 98087. In consideration of the mutual acceptance of information incorporated herein, and subject to the terms and conditions stated, both the Member Agency and NTN agree as follows:

MEMBER BENEFITS

NTN provides professional services for public service agencies, including but not limited to law enforcement, fire, communications, corrections, and transit. A description of benefits and services related to this Membership Agreement is provided in Attachment A.

MEMBER AGENCY WILL PROVIDE

The Member Agency will provide correct information, including but not limited to, organization logos and links to Member Agency's websites. The Member Agency will also update information, as applicable.

The Member Agency grants NTN permission to use its name, logo, and other identifying information to promote services as described in Attachment A. This permission may be revoked by the Member Agency at any time.

TERM AND TERMINATION

The membership commences on the date signed. Member Agency may terminate the membership by giving NTN written notice.

LIMITATION OF LIABILITY

Member Agency shall not hold NTN responsible for other users' content, actions, or inactions.

MEMBERSHIP PRICE AND PAYMENT TERMS

NTN will bill the Member Agency as detailed in Attachment B. Fees are non-refundable, regardless of early termination by the Member Agency.

_____ Authorized Signature	_____ Member Agency Name
_____ Primary Contact Name (<i>Please print</i>)	_____ Physical Address
_____ Title	_____ City
_____ Date	_____ State
_____ Email	_____ Zip Code
_____ Phone	

**Billing Contact**

Please list who should receive the invoice(s) from NTN.

Billing Contact Name (<i>Please print</i>)	Email
Title	Phone

Other Authorized Contacts

Please list anyone who is authorized to receive materials, including candidate scores, or discuss scores with NTN.

Authorized Contact Name (<i>Please print</i>)	Authorized Contact Name (<i>Please print</i>)
Title	Title
Email	Email
Phone	Phone



Attachment A - Scope of Services

NTN will provide testing services for the specific job classifications stated in Attachment B - Membership Pricing. NTN, at its sole discretion, may make changes to the testing materials, including, but not limited to alternate forms, scoring keys, additional sections, different test items, different tests, and/or test administration strategy, including location.

NTN will provide an applicant website for job registration, test scheduling, test administration, viewing of test performance results, and support in related services. NTN will provide authorized member agency personnel access to candidate information for candidates who submit results to the Member Agency job. This information will include basic application information as defined by NTN. NTN recruitment services will include, but are not limited to, internet advertising on job boards and email blasts to NTN's active network of job seekers.

The candidate information collected will be determined by NTN and reported to the Member Agency. Member Agency job description information and logo will be posted on the NTN website. Any additional application materials and assessments will be the responsibility of the Member Agency to collect.

Member Agency is also offered a transportability analysis as part of the implementation process. If the Member Agency chooses not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.



Attachment B - Pricing

ANNUAL MEMBERSHIP PRICE

The annual membership cost to utilize NTN's applicant testing and recruitment services is \$750.00 per year for each job classification. Upon the renewal date each year, an invoice will be issued to the Member Agency and will serve as a renewal notification. Payment of this invoice will continue membership services for one year following the same scope of the agreement.

Annual Membership	Fee
Law Enforcement Open and Continuous Annual Membership	\$750.00
Standard Pre-Recorded Interview	Included with NTN Membership



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.I. Approve Grant Contract with the State of Tennessee Department of Safety and Homeland Security for the Provision of a Police Traffic Services Highway Safety Project.

Department: Police

Presented By: Christopher Moews

Item Attachments: 1. Grant Contract - THSO - FY 2025-2026

Summary:

This Grant contract is between the State of Tennessee Department of Safety and Homeland Security and the La Vergne Police Department.

Background Information:

The La Vergne Police Department has participated in this program for several years. This will give the city funding to conduct operations to reduce speeding, aggressive driving, driving under the influence and non-seat belt usage for children and passengers.

Financial Summary:

The City will be reimbursed for up to \$25,000 to conduct these operations.

Staff Recommendation:

Staff recommends approval.

August 28, 2025

Re: Tennessee Highway Safety Office FFY 2026 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2026 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2025 through September 30, 2026.

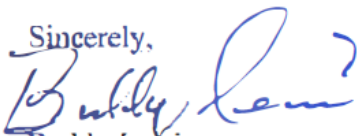
You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2025. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Sincerely,

Buddy Lewis
Director



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2025	End Date September 30, 2026	Agency Tracking # Z26THS178	Edison ID 87701 (PT)		
Grantee Legal Entity Name LaVergne Police Department			Edison Vendor ID 1520		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.600 Grantee's fiscal year end - June 30			
Service Caption (one line only) Community Traffic Safety Enforcement and Education (PT)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$25,000.00			\$25,000.00
TOTAL:		\$25,000.00			\$25,000.00
Grantee Selection Process Summary					
☒ Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
LaVergne Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and LaVergne Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1520

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
 - l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
 - m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.
- A.4. Drug-Free Workplace. The Grantee further agrees:
- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
 - b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
 - c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to,

the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

James Horton, Criminal Intelligence Analyst
LaVergne Police Department
5093 Murfreesboro Road
LaVergne, Tennessee 37086
Email Address: ehorton@lavergetn.gov
Telephone #: (615) 793-7744

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be

- confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

LaVergne Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	LaVergne Police Department
Subrecipient's Unique Entity Identifier (SAM)	EW82P2BYABM7
Federal Award Identification Number (FAIN)	69A37525300004020TN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$25,000.00
Total amount of federal funds obligated to the subrecipient	\$25,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

GRANT BUDGET
Agency Name: LaVergne Police Department
Project Title: Community Traffic Safety Enforcement and Education (PT)
The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: 10/01/2025 END: 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$25,000.00	\$0.00	\$25,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$25,000.00	\$0.00	\$25,000.00

1. Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted online at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

2. Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

**Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office**

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2025-2026 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.J. Ratify the Approval of a Subscription Agreement with Ramp Business Corporation for Automated Financial Management and Purchasing Services.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Order Form - Ramp

Summary:

The City of La Vergne has executed an annual subscription agreement with Ramp Business Corporation for automated financial management and purchasing services. The platform provides enhanced control, visibility, and automation over purchasing and expense tracking aligning with the City's modernization and internal control goals.

Background Information:

This will allow the city to automate the purchasing process from beginning to end seamlessly. This will be completed under the Omnia Public Sector Contract Number R230102. The City Attorney has approved the agreement, contract, and terms and conditions. The funds are in the Finance budget.

Financial Summary:

The city secured a 50% platform discount and an overall 20.49% savings compared to standard pricing. The total annual cost is \$19,400.

Staff Recommendation:

Staff recommends approval.

ramp
ORDER FORM

RAMP BUSINESS CORPORATION
28 West 23rd Street, Floor 2
New York, NY 10010

Quote Expiration: October 28, 2026
Quote Number: 00030230

Bill To Details	
Bill To City of La Vergne 5093 Murfreesboro Road La Vergne, Tennessee, 37086, United States	Primary Contact Danielle Brown dbrown@laveragnetn.gov

Subscription Details	
Subscription Dates October 29, 2025 - October 28, 2026	Order Form Term 12 months
First Payment Date November 28, 2025	Payment Method Auto-debit

Product Description	List Rate	Quantity	Subtotal	Discount	Discounted Rate	Total Discount	Total
Ramp Plus User Seat	\$12.00	100	\$14,400	0.00%	\$12.00	\$0	\$14,400
Product Description		Annual Fee	Subtotal		Discount	Total Discount	Total
Platform Fee		\$10,000	\$10,000		50.00%	\$5,000	\$5,000
						Subtotal	\$24,400
						Discount	20.49%
						Total	\$19,400

Terms and Conditions:

- Company warrants that it is a Participating Member in the OMNIA public sector program. This Order Form is entered into under the Master Purchasing Agreement for the OMNIA public sector program (as of the date of this Order Form, OMNIA contract reference #R230102, as amended from time to time) and is governed by, and Company confirms its agreement to, the Government Addendum (attached) (the “Addendum”), the Subscription Purchase Addendum (available at <https://ramp.com/legal/subscription-addendum>) (the “Addendum”) and the Ramp Platform Agreement (available at <https://ramp.com/legal/platform-agreement>) (the “Platform Agreement”) and forms part of the Agreement (as defined in the Platform Agreement). All capitalized terms not defined in this Order Form shall have the meaning set forth in the Agreement and/or Addendum. In the event of any conflict between this Order Form and the remainder of the Agreement or the Addendum, this Order Form shall govern and control with respect to the Services purchased hereunder.
- **Special Term(s):**
 - The parties previously entered into the Order Form effective as of 10/28/2025 (the “Prior Order Form”) and agree that this Order Form supersedes the Prior Order Form, which is hereby terminated. If applicable, Company will receive a pro-rata credit for any unused prepaid fees paid under the Prior Order Form.
- **Seat Price**
 - Except as otherwise provided in this Order Form: (i) Services are purchased for the Order Form Term specified above; and (ii) additional seats may be added to the subscription during the Order Form Term at the same per seat pricing as set out in this Order Form and shall be co-terminated and prorated for the remainder of the applicable Order Form Term.
- **Billing**
 - Company is responsible for payment in full of all Fees specified in this Order Form for access to use the applicable Services. On the First Payment Date specified above, Ramp will bill Company for all amounts owed under this Order Form for the Subscription Services, including any applicable taxes.
 - All amounts billed will include any applicable taxes, and your Linked Account will be auto-debited for such amount. Taxes will be applied based on the address provided above. If any Fees are not received by us when due, then without limiting our other rights or remedies, those Fees may accrue late interest at the rate of 1.5% of the outstanding balance, or the maximum rate permitted by law, whichever is lower.
 - Ramp will evaluate and calculate the number of seats used by Company on a daily basis. If Company’s used seat count exceeds the current quantity of seats specified in this Order Form (determined on a daily basis), Ramp will bill Company on the monthly anniversary of the Subscription Start Date for the seats exceeding the stated quantity (which will then become additional authorized seats under this Order Form), prorated for the remainder of the Order Form Term, and payment will be made as set forth herein.
 - In the event Company cancels its Ramp Account or terminates the Agreement, Company shall not be entitled to a refund of any prepaid Fees and, if applicable, Ramp will bill Company for any Fees due for the remainder of the Order Form Term.
 - The Fees hereunder do not supersede any transaction, currency conversion or other Fees otherwise associated with the Services.
- **Quote Expiration**
 - The Fees specified in this Order Form are only valid if this Order Form is fully executed by the parties before the Quote Expiration Date specified above.
- **Confidentiality.**
 - This Order Form is the Confidential Information of both parties.

City of La Vergne

By:

Title:

Signature:

Date:

Ramp Business Corporation

By:

Title:

Signature:

Date:

Government Addendum

This Government Addendum (this “Addendum”) modifies and supplements the Ramp Platform Agreement (the “Agreement”) entered into by and between Ramp and the Company identified in the Order Form to which this Addendum is attached (“Government Agencies”) to address statutory restrictions that may conflict with certain terms of the Agreement. Capitalized terms used herein that are not otherwise defined herein shall have the meaning provided in such Agreement.

1. Platform Agreement Amendments

1.1. Restriction on Access and Use

Government Agencies may only access and use the Services for authorized and official federal, state or local government business.

1.2. Modification of Agreement Terms

To the extent the laws of Government Agency’s jurisdiction expressly prohibit Government Agency from agreeing to any of the terms in the sections of the Agreement titled “Limitation of Liability,” “Dispute Resolution and Arbitration,” “Identification as Customer,” or “Indemnification,” such terms shall be deemed modified solely to the minimum extent necessary to comply with such laws, and no further. For the avoidance of doubt, Government Agency hereby expressly acknowledges and agrees the remainder of the Agreement shall remain in full force and effect and is not subject to any modification under this Section. Ramp reserves the right to limit use of the Services or terminate the Agreement without penalty at any time if Ramp determines in our sole discretion that any statutory modification to the Agreement under this Section 1.2 is not acceptable.

1.3. Commercial Services

The Services are commercial in nature and available in the open marketplace. For U.S. federal Government Agencies, the Services are “commercial computer software” as defined at 48 C.F.R. §§ 2.101 and 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202; the related support Services are “commercial services” as defined in 48 C.F.R. § 2.101; and all Services documentation is commercial “computer software documentation” as defined in 48 C.F.R. §§ 2.101 and 252.227-7014(a)(5) and as used in 48 C.F.R. §§ 12.212 and 227.7202. The Services and all related documentation are provided to Government Agencies and their Users, for use by Government Agencies, subject to the terms of this Agreement, and all sales to U.S. federal Government Agencies must be consistent with 48 C.F.R. §§12.212, 227.7202, and 252.227-7015, as applicable. The Services and documentation are licensed to Government Agency with only those rights as granted to all other customers, according to the terms and conditions contained in the Agreement.

1.4. Exception to Confidentiality Obligations

Notwithstanding the Section titled “Confidential Information,” the Agreement shall not restrict the Government Agency’s obligations under applicable public records or freedom of information laws.

2. External Providers and Services

2.1. External Providers and Terms

Government Agency acknowledges and agrees that (a) the Services include access to an integrated spend management solution and some capabilities are supported or provided by Financial Institution Partners and Third-Party Service Providers (collectively, “**External Providers**”); (b) when Government Agency applies for a Ramp Account and accesses certain features, Government Agency may be required to enter into terms and conditions directly with External Providers (e.g., Card Terms) (“**Third-Party Terms**”) and additional accounts may be opened pursuant to Third-Party Terms; and (c) we do not control and are not a party to any Third Party Terms and this Addendum does not modify Third-Party Terms. Ramp does not guarantee that Government Agency will be able to successfully procure or execute agreements for any necessary components provided by External Providers. Government Agency hereby expressly acknowledges and agrees that Ramp shall not be required to ensure Government Agency acquires any necessary components from any External Providers and that any inability by Government Agency to obtain required components, for any reason including, but not limited to, procurement restrictions, or incompatible terms or policies, shall not constitute a breach by Ramp and shall not excuse Government Agency’s performance under this Addendum and the Agreement.

2.2. Adequacy of Terms

Government Agency is solely responsible for reviewing and confirming all Third-Party Terms are adequate for your needs and meet any relevant statutory requirements.

3. Additional Representations and Warranties

Government Agency represents and warrants that it has all necessary authorizations, waivers, and approvals to apply for, open, and maintain a Ramp Account, bind Government Agency to the Agreement and any applicable Third Party Terms, and procure and use Services and Cards to manage Government Agency spend.

4. Governing Law and Jurisdiction. Notwithstanding anything to the contrary in the Agreement, the Agreement, and any dispute or controversy arising from or related to it, shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to any jurisdiction’s conflict of laws principles. Any disputes under or related to this Agreement shall be brought in the federal courts located in Nashville, Tennessee, and the parties hereby consent to the exclusive personal jurisdiction and venue of these courts.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.K. Approve an Agreement with Celtic Bank to Utilize the Ramp Purchasing Card Program.

Department: Finance

Presented By: Danielle Brown

Item Attachments: 1. Celtic Bank Accountholder Terms — Ramp Legal

Summary:

Ramp will serve as the City's purchase card (P-Card) provider, offering a modern platform for managing credit card transactions, controls, and reporting. The system automates spending limits, integrates receipt capture, and offers detailed analytics to improve transparency and compliance with City purchasing policies.

Background Information:

The P-Card services are through Celtic Bank. This will allow the city to automate the purchasing process from beginning to end seamlessly. This will be completed under the Omnia Public Sector Contract Number R230102. The funds are in the Finance budget. The City Attorney has not approved the terms and conditions of this agreement with Celtic Bank.

Financial Summary:

The cost is included in the Ramp agreement. The city secured a 50% platform discount and an overall 20.49% savings compared to standard pricing for both the purchasing and purchase card. The total annual cost is \$19,400 for both.

Staff Recommendation:

Staff recommends approval. The City Attorney has not approved the terms and conditions of this agreement.



Bank Agreements

Celtic Bank Accountholder Terms

Last Updated: September 28, 2021

These Celtic Bank Accountholder Terms (these "**Terms**") constitute a legal agreement between Celtic Bank Corporation ("**Issuer**") and the entity that has applied and qualified for participation in the Spend Card Program (the "**Program**") and established a Program Account ("**Accountholder**"). Access to the Program is provided to Accountholder by Ramp Business Corporation ("**Platform Provider**") through Stripe, Inc., as the program manager for the Program ("**Program Manager**"). Throughout these Terms, "we", "us", and "our" refer collectively to Issuer, Platform Provider, and Program Manager, Capitalized terms used in these Terms and not otherwise defined herein are defined in Section 12 below.

1. Overview of the Program.

1.1 Generally

Through the Program, Accountholder will have the ability to request and receive physical and virtual Cards issued by Issuer, allow the use of such Cards by Authorized Users to access credit and initiate Card Transactions, and repay amounts owing from a designated payment source (the "**Program Services**"), subject to and in accordance with these Terms. Each Card will be issued by Issuer to Accountholder under a license from the applicable Card Network, subject to and in accordance with these Terms. The Program Manager will provide the Program Services, directly or through a Platform Provider, and will arrange for the opening of a Program Account, the issuance of Cards by Issuer linked to such Program Account, and the provision of such Cards to Authorized Users.

1.2 Agreement

These Terms supplement the terms of any agreements between us and Accountholder.

2. Registration.

2.1 Generally.

Accountholder represents and warrants that it is a commercial enterprise and agrees that all Cards issued to Accountholder will be used by Authorized Users for business purposes only. Accountholder must provide information identifying Accountholder and its Principal Owners, Administrators, Authorized Users, and representatives and other information requested by us from time to time in connection with the Program. Accountholder's failure to promptly provide information requested by us may result in the immediate suspension or termination of Accountholder's participation in the Program. Each time Accountholder provides information to us, Accountholder represents and warrants that such information is true, accurate, complete, and current. Accountholder agrees to keep current all information provided to us, and to notify us of any change affecting Accountholder, the nature of Accountholder's business activities, or Accountholder's Principal Owners, Administrators, Authorized Users, or representatives.

2.2 Information from Third Parties.

Accountholder authorizes us to retrieve information about Accountholder from third parties, including credit reporting agencies and information bureaus, and Accountholder hereby authorizes and directs such third parties to compile and provide such information to us. We may periodically update any information about Accountholder as part of our underwriting criteria and risk-analysis procedures.

3. Participating in, Managing, and Using the Program.

3.1 Restricted Businesses and Activities.

Accountholder will not permit the Program or Cards to be used for any unlawful purpose, including to facilitate illegal Card Transactions, or otherwise in violation of applicable Laws or Card Network Rules, or for any personal, family, or household purposes. Accountholder will not permit the Program or Cards to be used in connection with any activities identified by Issuer as a

restricted business or activity (collectively, "**Restricted Businesses**"). Restricted Businesses include use of the Program and Cards in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including any OFAC lists.

3.2 Compliance Requirements.

Accountholder represents, warrants, and agrees that Accountholder and its Authorized Users are not and will not be subject to any Law or list of any governmental authority that prohibits or limits their participation in the Program or the issuance and provision of Cards to them. Accountholder will (i) comply with all Program Guidelines, and (ii) establish, maintain, and act in accordance with a compliance program that will enable and ensure Accountholder's compliance with applicable Law (including AML/KYC requirements), the Card Network Rules, the Program Guidelines, and these Terms.

3.3 Cards and Program Account.

All Cards issued to Accountholder and provided to Authorized Users will be linked to Accountholder's Program Account. Subject to these Terms, Authorized Users may use Cards to make Charges associated with Accountholder's Program Account. When Authorized Users make a Charge and we approve it, Issuer will extend credit to Accountholder to fund the Charge, and Accountholder agrees to repay Issuer for the Charge in accordance with these Terms. Accountholder acknowledges that Charges access Accountholder's line of credit. All Cards remain the property of Issuer and must be returned upon request. Issuer may cancel, revoke, repossess, or restrict the use of Cards at any time.

3.4 Limits and Available Spend.

(a) Generally. Accountholder and Authorized Users may not make any Charge that would cause Accountholder to exceed or violate any of the limits set forth in this Section 3.4. Accountholder may view these limits through the Dashboard.

(b) Total Spending Limit. When an Accountholder opens a Program Account with us, we will establish a "**Total Spending Limit**" for the Program Account consistent with credit policies and procedures approved by Issuer. The Total Spending Limit will be the maximum aggregate amount available for Charges across all Cards associated with Accountholder's Program Account. We may increase or decrease the Total Spending Limit at any time based on the Program Account and Card Transaction history and related risk and credit considerations.

(c) Card Spending Limits and Daily Spending Limits. We may set and adjust from time to time a Card Spending Limit or a Daily Spending Limit for any Card and Accountholder's associated Program Account.

(d) Available Spend. The aggregate amount available for Charges on Cards associated with Accountholder's Program Account at any given time (the "**Available Spend**") will be the lesser of: (i) the amount presented in the Dashboard, as determined by us, minus the amount of any outstanding unpaid balance and holds on Cards associated with Accountholder's Program Account; or (ii) the Total Spending Limit. The amount available for Charges on a particular Card will be subject to the Card Spending Limit and/or Daily Spending Limit (if any) for such Card.

3.5 Other Limits.

We may establish limits on the types of merchants with which Authorized Users may make Charges. We also may restrict the maximum amount of any particular Charge and the number of Charges allowed for Accountholder's Program Account and/or Cards. We reserve the right to (i) decline to authorize any Charges that would cause Accountholder to exceed any applicable limit, (ii) decline to authorize Charges at merchants characterized by the Card Network, Issuer, or Program Manager as prohibited or restricted merchants, and/or (iii) decline to authorize Charges, reverse Charges, and/or suspend Cards and the associated Program Account for violation of the Card Network Rules or these Terms or for reasons related to suspected fraud or creditworthiness. Issuer is not responsible for any losses resulting from declined or reversed Charges. We reserve the right to place a hold on a Card and/or the associated Program Account for any Charge. When an Authorized User uses a Card to initiate a Card Transaction at a hotel, restaurant, gas station, rental car company, and certain other merchants where the amount of the final Card Transaction is unknown at the time of authorization, a hold may be placed on the Accountholder's Program Account for an amount equal to or in excess of the final Card Transaction amount. When a hold is placed on the Accountholder's Program Account, the amount of the hold will reduce the Available Spend until the hold is released.

3.6 International Use.

We reserve the right to prevent Cards from functioning outside of the United States. If Cards are used to make international Charges, Issuer will convert the Charges made in a currency other than U.S. Dollar into U.S. Dollar. Issuer, Program Manager, or the applicable Card Network will select exchange rates from a range of exchange rates available on the date the Charges are cleared over the applicable Card Network; thus, the exchange rate of the Charge may vary from the exchange rate at the time of the Card Transaction.

3.7 Payment Terms.

(a) Account Statements. Accountholder's Transaction History and Account Statements will be available through the Dashboard.

(b) Amounts Due. In accordance with the timeframe provided under Accountholder's agreement with Platform Provider, Accountholder must pay the total outstanding balance on Accountholder's Program Account, which will include any amounts due for Charges made with Cards issued to Accountholder and any fees, penalties, finance charges, and other amounts incurred through the use of Cards issued to Accountholder or posted to Accountholder's Program Account (collectively, the "**Amounts Due**"). Accountholder will pay the Amounts Due, regardless of how they were incurred, for what they were incurred (including if they were incurred for a purpose not permitted under these Terms), or the person that has incurred them. The Amounts Due and date on which the Amounts Due must be paid will be reflected on the applicable Account Statement, and Accountholder agrees to pay the Amounts Due in U.S. Dollars no later than the stated payment date.

(c) Method of Payment. Amounts Due will be paid in the manner required by Program Manager. Accountholder agrees that Issuer and Program Manager will have no liability if Program Manager cannot successfully debit any of Accountholder's accounts in the manner required by Program Manager and fully satisfy Amounts Due when owed, and that in that case Issuer and Program Manager may suspend Accountholder's ability to make any further Charges on any Cards. Furthermore, Accountholder may be assessed returned payment fees related to any insufficient funds transaction.

3.8 Fees and Penalties.

In addition to the rates and fees applicable to the Program, Accountholder will be responsible for any fees, penalties, or other amounts imposed in relation to Accountholder's Program Account or Cards. Fees, penalties, and other amounts may include periodic fees, foreign transaction fees, funds transfer fees, account maintenance fees, Card issuance or replacement fees, penalties for misuse, and penalties for late or failed payments.

3.9 Disputing Charges; Reporting Errors.

If Accountholder has a dispute with the merchant or seller of a product or service that is the subject of a Charge, Accountholder should contact the merchant or seller of the product or

service to resolve the dispute. If a Charge is not appropriately addressed with the merchant or seller, then Accountholder may submit a chargeback of the Charge by contacting Program Manager or the Platform Provider. Accountholder acknowledges that we are subject to the Card Network Rules with respect to chargebacks and may not be able to successfully charge back the Charge. If Accountholder believes a Charge was unauthorized, or if Accountholder believes the Account Statement contains any errors, Accountholder should contact the Program Manager or the Platform Provider (if applicable) immediately. Accountholder must report any Disputed Charge or error no more than 60 days after the Disputed Charge posted to Accountholder's Program Account. Notices for Disputed Charges must specify Accountholder's details, details about the Authorized User, details about the Disputed Charge and Card Transaction, and an explanation of Accountholder's belief that the Disputed Charge was made in error or was unauthorized. Program Manager will review the information submitted in a commercially reasonable manner. To avoid late fees and sustained reduction to Available Spend, Accountholder should pay the Disputed Charge while Program Manager determines the validity of the dispute, unless we have notified User in writing that a provisional credit has been issued. If the dispute is deemed valid, we will credit the Disputed Charge amount back to Accountholder's Program Account. Accountholder hereby assigns and transfers to Issuer any rights and claims, excluding tort claims, that Accountholder may have against any merchant for any Disputed Charge fully or partially credited to Accountholder's Program Account.

4. Authorized Users.

4.1 Generally.

Subject to these Terms, Accountholder may authorize Authorized Users to use Cards associated with Accountholder's Program Account. Accountholder will ensure that each Authorized User accepts and complies with the terms and conditions applicable to the Authorized User's use of a Card located at <https://ramp.com/legal/authorized-user-terms> (or any successor URL), and Accountholder will be liable to Issuer for its failure to do so. We may suspend or terminate an Authorized User's use of a Card in its sole and reasonable discretion.

4.2 Servicing.

Accountholder, or Platform Provider (if applicable), will be responsible for handling all inquiries from Authorized Users, including inquiries regarding (a) Card usage and (b) lost, damaged, or stolen Cards. Accountholder agrees to indemnify Issuer for any claims brought by an Authorized User or other party due to Accountholder's handling of inquiries. Accountholder will direct

Authorized Users to submit any complaints regarding the Program at <https://app.ramp.com/support/submit-ticket> 7.

5. Data Privacy and Use.

The Celtic Bank Privacy Policy (located at <https://www.celticbank.com/privacy-policy> 7) explains how and for what purposes Issuer collects, uses, retains, discloses, and safeguards Data provided to Issuer in connection with the Program. Accountholder agrees to review the terms of this policy, which may be updated from time to time and which form part of these Terms, to accept the terms of this policy, and to cause Authorized Users to accept the terms of this policy. Accountholder must obtain all necessary rights and consents to provide to Issuer, and to allow Issuer to collect, use, retain, and disclose, any data, including any Personal Data, in connection with the Program.

6. Use of Trademarks.

If Accountholder chooses to place a design, name, logo, and other trademark or service mark (the "**Accountholder Marks**") on any Cards or other materials related to the Program, Accountholder represents and warrants that it has and will maintain all right, title, and interest in and to the Accountholder Marks necessary for Accountholder's proposed use of the Accountholder Marks. Accountholder hereby grants to us, and our respective Affiliates, and any third party engaged by us, a non-exclusive, non-transferable, worldwide, royalty-free, fully paid-up license to use the Accountholder Marks on Cards and any Program materials. Accountholder may not use any design, name, logo, or other trademark or service mark of ours.

7. Disclaimer.

Issuer does not make any express or implied representations or warranties regarding the Program, including any warranties of merchantability, suitability, or fitness for a particular purpose, or title to or non-infringement of any technology or intellectual property, or any warranties arising from a course of dealing, course of performance, or trade usage. Issuer specifically disclaims all representations and warranties that Accountholder's Program Account, the Program, the Program Services, or the services provided by any third party will be error-free or uninterrupted, or that they will be compatible with, or operate in, any computer operating system, network or system configuration, or any other environment.

8. Limitation of Liability.

Neither Issuer nor its Affiliates, employees, officers, directors, or service providers (each, an "**Indemnified Party**") will be responsible or liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, for any loss of profits, loss of revenue, loss of business opportunity, or other losses, for any personal injury or property damage, or for any other damages or losses arising out of, relating to, or in connection with these Terms, even if such damages or losses are foreseeable and whether or not any Indemnified Party has been advised of the possibility of such damages or losses, including any damages or losses arising out of, relating to, or in connection with Accountholder's use or inability to use Accountholder's Program Account, Cards, or the Program Services, or from the unavailability of the computer systems used by any Indemnified Party to provide the Program, Accountholder's Program Account, Cards, or the Program Services. Without limiting the generality of the foregoing, (a) no Indemnified Party will be responsible or liable for any damages, harm, or losses arising out of, relating to, or in connection with any hacking, tampering, or other unauthorized access to or use of Accountholder's Program Account, Cards, or the Program Services or Accountholder's failure to use or implement anti-fraud measures, security controls, or any other data security measures, (b) no Indemnified Party will be responsible or liable for any damages, harm, or losses arising out of, relating to, or in connection with (i) Accountholder's access to or use of Accountholder's Program Account inconsistent with these Terms or the instructions or other information any Indemnified Party may provide with respect to Accountholder's Program Account, (ii) any unauthorized access to or use of servers, infrastructure, or Data in connection with the Program Services, (iii) interruptions to or cessation of the Program Services, (iv) any bugs, viruses, or other harmful code that may be transmitted to or through the Program Services, (v) any errors, inaccuracies, omissions, or losses in or to any Data provided to any Indemnified Party, (vi) third-party content provided by Accountholder, or (vii) the defamatory, offensive, or illegal conduct of others. To the extent any Indemnified Party is determined to be liable in connection with these Terms, Accountholder agrees to limit any liability of the Indemnified Party to Accountholder's direct, documented damages, and Accountholder further agrees that under no circumstances will any such liability exceed in the aggregate the amount of fees paid by Accountholder to the Indemnified Party during the three-month period immediately preceding the event that gave rise to Accountholder's claim for damages. These limitations on the liability of the Indemnified Parties will apply regardless of the legal theory on which any claim is based, including contract, tort (including negligence), strict liability, or otherwise.

9. Indemnification.

Accountholder will, at its own expense, hold harmless, defend, protect, and indemnify each Indemnified Party from and against all losses, claims, breaches, suits, damages, liabilities, costs, charges, fines, penalties, reasonable attorneys' fees, judgments, court costs and expenses, amounts paid in settlement, and all other liabilities of every nature, kind, and description, regardless of the form of action or legal theory, incurred by such Indemnified Party in connection with any action or threatened action, suit, claim, or proceeding, regardless of merit, brought by any third party, arising out of, relating to, or alleging: (a) any breach of any term, condition, obligation, representation, warranty, or covenant in these Terms; (b) any actual or alleged infringement, violation, or misappropriation of a third party's intellectual property or proprietary rights; (c) any gross negligence, fraud or intentional misconduct; (d) any violation of Law or Card Network Rules by Accountholder or any violation of Law or the Card Network rules caused by Accountholder; or (e) any other acts or omissions, including the acts or omissions of Accountholder or its Administrators or Authorized Users. This Section 9 does not and will not limit Accountholder's responsibility and liability for any other amounts for which Accountholder is responsible pursuant to any other provisions of these Terms.

10. Governing Law and Dispute Resolution.

10.1. Governing Law.

Utah law, without regard to Utah's conflict of law principles, will govern any disputes, claims, or controversies brought under these Terms, except as otherwise provided in Section 10.2.

10.2 Dispute Resolution; Agreement to Arbitrate.

(a) Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of these Terms, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from these Terms, but specifically excluding any dispute principally related to any party's intellectual property (which such dispute will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by arbitration in San Francisco, California before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of

interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of California, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business or refuses or declines to administer any dispute between the parties brought before it, any party may petition the United States District Court for the Northern District of California to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Any party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

(b) Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in these Terms will affect the right of either party to serve process in any other manner permitted by Law.

(c) Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with these Terms, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to these Terms or any of the transactions contemplated between the parties.

(d) Provision of an Award: Subject to the limitations of liability identified in these Terms, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "**Award**") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

(e) Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the

arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

(f) Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

(g) Conflict of Rules: In the case of a conflict between the provisions of this Section 10.2(g) and the rules governing arbitration identified in Section 10.2(a), the provisions of this Section 10.2(g) will prevail. If any provision of these Terms to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

11. General.

11.1 Notices and Communications.

Accountholder consents to accept notices and communications under these Terms electronically and understands that such notices and communications have the same legal effect as a physical signature. Issuer and Program Manager (on Issuer's behalf) may send notices to Accountholder through the Dashboard, or to the email addresses or phone numbers maintained in Accountholder's Program Account.

11.2 Severability.

If any provision of these Terms is determined by any court or governmental authority to be invalid, illegal, or unenforceable, these Terms will be enforced as if the unenforceable provision were not

present and any partially valid and enforceable provision will be enforced to the extent that it is enforceable.

11.3 Assignment.

Issuer may transfer, sell, or assign Accountholder's Program Account, these Terms, or any other rights or obligations under these Terms. Accountholder may not transfer, sell, or assign Accountholder's Program Account, Cards, these Terms, or any other rights or obligations under these Terms without Issuer's prior written consent. Any assignment in violation of the foregoing will be null and void from the beginning.

11.4 Updates to these Terms and Related Matters.

Issuer may prospectively add to, delete, or amend these Terms or any documents referenced in these Terms at any time. Issuer and Program Manager (on Issuer's behalf) reserve the right, subject to Law, to deliver to Accountholder any notice of changes to existing terms or the addition of new terms by notifying Accountholder through the Dashboard, by posting such changes on Program Manager's website, or by providing notice of changes to Accountholder electronically, and Accountholder's continued use of the Program will constitute acceptance of any amended or new terms.

11.5 Term; Survival.

These Terms will be effective as of the date Accountholder signs up to participate in the Program and will remain in effect until Accountholder pays all amounts owed to us and closes its Program Account. All provisions of these Terms that give rise to a party's ongoing obligation will survive termination of these Terms.

12. Definitions.

"Account Data" means personal or business information provided by or on behalf of Accountholder to enable Program Manager to determine eligibility for participation in the Program, to enable Program Manager to make available the Program to Accountholder, and to enable Program Manager to fulfill its responsibilities to Issuer.

"Account Statement" means a report detailing Charges and other amounts owed on or credited to Accountholder's Program Account.

"Administrator" means a person appointed by Accountholder to manage Accountholder's participation in the Program.

"Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with another entity.

"Authorized User" means any employee, independent contractor, or other person authorized by Accountholder to use Cards issued to Accountholder to initiate Card Transactions.

"Business Day" means any Monday through Friday, except for those that occur on a U.S. Federal holiday.

"Card" means a business charge card issued by Issuer, linked to Accountholder's Program Account, and enabled for transactions over a Card Network's systems. Cards may either be a physical card embossed with a 16-digit number or a virtual card represented by a 16-digit number.

"Card Network" means the applicable payment card network.

"Card Network Rules" means the operating rules, operating regulations, operating guidelines, policies, or procedures, and other requirements of the Card Networks, including the PCI Requirements.

"Card Spending Limit" means the maximum aggregate amount available for Charges on a particular Card.

"Card Transaction" means a request initiated by Accountholder or an Authorized User to make a payment with a Card for the purchase of goods or services.

"Card Transaction Data" means information about one or more Card Transactions, including transaction date, time, amount, effect, and payee (if applicable).

"Charge" means the use of the Card to complete a Card Transaction.

"Customer" means a customer of Accountholder.

"Daily Spending Limit" means the maximum aggregate daily amount available for Charges on Accountholder's Program Account across all Cards, or for a particular Card.

"Dashboard" means the Platform Provider's Accountholder interface.

"Data" used without a modifier means all Program Data and Personal Data.

"Disputed Charge" means a Charge that Accountholder reports as erroneous or unauthorized.

"Law" means all laws, rules, regulations, and other binding requirements of any governmental authority with jurisdiction.

"PCI Requirements" means all applicable standards and/or other requirements of the PCI Security Standards Council (or any successor thereto or replacement thereof).

"Personal Data" means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Program.

"Principal Owners" means, with respect to a legal entity: (a) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns 25 percent or more of the equity interests of the legal entity; and (b) one individual with significant responsibility for managing the legal entity, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) or any other individual who regularly performs similar functions.

"Program Account" means Accountholder's account for access to and use of the Program Services.

"Program Data" means Account Data, Accountholder's Program Account, Cards, Card-related information (including CVVs and PINs), administrators, authorized users, Card Transaction Data, access credentials, statements, records, legal and regulatory compliance data, and any other information Issuer or Program Manager uses or generates to make available the Program.

"Program Guidelines" means all product design, marketing, compliance, reporting, and other guidelines and requirements established by us from time to time in connection with the Program, as the same may be modified, supplemented, or replaced from time to time.

"Transaction History" means the record of Charges, Card Transactions, and payments made on Accountholder's Program Account.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 6.L. Approve the Economic Impact Plan for the Twinning Station Mixed-Use Development Area.

Department: Legislative

Presented By: Jason Cole

Item Attachments: 1. Economic Impact Plan - Twinings Station - La Vergne

Summary:

This is an item to approve the economic impact plan for Twinning Station.

Background Information:

The approval of this economic plan is needed for this development. This plan has to be approved by the Rutherford County IDB, the La Vergne IDB, Rutherford County and the City of La Vergne.

Financial Summary:

The estimated benefits to the city and county, according to the Younger Study is an economic impact of over \$5.389 Billion over the 20-year period of the plan.

Staff Recommendation:

Staff recommends approval.

**THE INDUSTRIAL DEVELOPMENT BOARD
OF RUTHERFORD COUNTY, TENNESSEE**

Economic Impact Plan for the
Waldron Station Mixed-Use Development Area

1. Authority

(a) Industrial development corporations are authorized under T.C.A. § 7-53-312 to prepare and submit to municipalities an economic impact plan with respect to an area that includes a project within the meaning of T.C.A. § 7-53-101 and such other properties that the corporation determines will be directly improved or benefited due to the undertaking of a project.

(b) T.C.A. § 7-53-312 authorizes municipalities to allocate new incremental tax revenues, which arise from the area subject to the economic impact plan, to an industrial development corporation to promote economic development, to pay the cost of projects and other eligible costs and/or to pay debt service on bonds or other obligations issued by the corporation (under the T.C.A. § 7-53-101, a “municipality” is defined as any county, or incorporated city or City).

2. The Development and Project

(a) Development. The City of La Vergne (the "**City**"), with the support of Rutherford County (the "**County**"), intends to support the development of the Waldron Station Mixed-Use Development Area, being approximately 76.55 acres of real property located between the East Branch Hurricane Creek and the west margin of Waldron Road near its intersection with Blair Road, La Vergne, Tennessee, into a mixed-use development project (the "**Development**"), consistent with the Development Agreement (as defined below) and the Planned Density Residential ("**PDR**") zoning for the development approved by the City, as the same may be amended. The Development is currently anticipated to contain approximately 208,000 square feet of commercial space, which may consist of retail, service and medical office space, each of which, together with the Infrastructure Improvements (as defined below) constitute a “project” within the meaning of T.C.A. § 7-53-101. The Development is expected to also include certain additional uses, such as approximately 16 single family residential lots, 38 residential townhome units, 336 multi-family apartments and an additional 242 multi-family units in the southern parcel’s mixed-use area. The Development will include a Town Center, parks, open spaces and walking trails, and it is anticipated that approximately 25% of the area in the Development will be green spaces. The Development will be a mixed-use development with each component supporting other components in order to create an integrated mixed-use community, and therefore each parcel within the Development, now existing or hereinafter created from existing parcels, will directly benefit from the development of these projects. Collectively, the projects that are eligible projects within the meaning of T.C.A. § 7-53-101 and that are expected to be located within the Development shall constitute the project that is required to be located within the Plan Area identified below, and such projects are referred to in this economic impact plan (the "**Plan**"), as the "**Project**".

(b) The Plan. The Industrial Development Board of Rutherford County (the "**Board**") desires to adopt this Plan, in order to induce the Developer to undertake the Development and to make the Project financially feasible. Upon its adoption, the Board will submit this Plan to the City and County for their approval.

(c) Developer. The developer of the Development will be Twinning Station Limited Partners, LLC, and/or its affiliates that includes Land Deleot as its Managing Member ("**Developer**"). Developer will incur substantial costs in connection with the design, construction and installation of public infrastructure to be made in, adjacent to, or serving the Plan Area that is necessary to serve the Project (the "**Infrastructure Improvements**"). For such costs to be eligible to be funded with TIF Revenues, public infrastructure shall have the meaning given to such term in T.C.A. § 9-23-102(16), which includes roads, streets, publicly-owned or privately-owned parking lots, facilities or garages, traffic signals, sidewalks or other public improvements that are available for public use, utility improvements and storm water and drainage improvements, whether or not located on public property or a publicly-dedicated easement. The cost of the Infrastructure Improvements will be subject to reimbursement as set forth herein.

3. **Plan Area.** A map of the real property located within the Development consisting of approximately 76.55 acres, is shown on **Exhibit A** attached hereto and incorporated herein by reference (the "**Plan Area**"), which the Board hereby agrees and determines is the property that will directly benefit from the development of the Project. The Tax Map and Parcel numbers of the real property in the Plan Area are Nos. 029-041.01-000, 029-041.02-000, 032-003.04-000 and 032-003.05-000. Upon adoption of this Plan, the Plan Area is hereby declared to be subject to this Plan, and the Project that will be located within the Plan Area is hereby identified as the required project for purposes of T.C.A. § 7-53-312 and T.C.A. § 7-53-316. The Plan Area only includes the Project and other parcels that will directly benefit from the Project due to the creation of public infrastructure necessary for the Project and through interconnectivity of the multi-use development that includes the Project.

4. **Expected Benefits to City and the County**

(a) The Development will be a prominent feature of the civic, economic, recreational and cultural life of the City and the County, providing a gathering place for people to work, live, shop, dine and be entertained in a walkable environment.

(b) A description of the projected benefits of the Development and the Project is more fully set forth in the attached Economic Impact Analysts Waldron Station Mixed-Use Development conducted by Younger (the "**Younger Study**"), a copy of which is attached as **Exhibit B**. The Younger Study estimates that the Development will have an economic impact of over \$5.389 Billion over the 20-year period of the Plan. A significant part of the Project will be commercial office, residential, retail and restaurant uses that the Younger Study anticipates will result in the creation of approximately 1,513 new jobs.

(c) The City and the County are also expected to realize additional tax receipts as a result of the Development. The property in the Plan Area was purchased by

the Board in 2024 and has been exempt from ad valorem taxes since the Board's purchase. Transferring the property to private ownership and the capital investment in developing the property will create incremental property tax revenue that would be applied as provided herein to pay for costs of developing the Infrastructure Improvements. At current property tax rates, according to the Younger Study, the Development is anticipated to generate, after the deduction of the Annual Incentive Amounts to reimburse or finance Eligible Costs and reimbursement of Administrative Expenses (as such terms are defined below), new property tax revenues over the 20-year period of the Plan of approximately \$15.88 Million to the County and \$2.59 Million to the City. While the tax increment incentive is being paid, such incremental property tax revenue will provide additional funds to the City and the County to pay debt service pursuant to the Dedicated Taxes provision of Section 5(a)(ii) below, and additional funds to the City and the County for their general funds.

(d) The City and the County are also expected to realize additional tax receipts because of the Development and the Project. The Younger Study projects that Development will produce more than \$80 Million in local sales tax (direct and indirect) over the 20-year period of the incentive.

(e) Personal property taxes are not included in the TIF Revenues and shall be received and retained by the City and the County. Construction and development fees are also not included and shall be received and retained by the City.

(f) Developer is agreeing in the Development Agreement to give the City a graded site within the Development for a new fire station.

5. Distribution of Property Taxes and Tax Increment Financing

(a) Distribution of Taxes. In accordance with and subject to T.C.A. § 7-53-312(c) and T.C.A. § 9-23-1010 *et seq.* (the "**Tax Increment Act**"), real property taxes (excluding personal property taxes) imposed on the property located within the Plan Area will be allocated and distributed as provided in this subsection. The taxes assessed by the City and the County on the real property (excluding personal property taxes) within the Plan Area will be divided and distributed as follows:

(i) The portion of the real property taxes payable with respect to the Plan Area equal to the year prior to the date of approval of this Economic Impact Plan was \$651.00 per annum to the County and \$186.00 per annum to the City (the "**Base Tax Amount**").

(ii) The "**Dedicated Taxes**" are defined in *Tennessee Code Annotated* § 9-23-101, *et. seq.* (the "**TIF Uniformity Act**"), as "that portion of property taxes, if any, designated by a taxing agency to pay debt service on the taxing agency's debt." "Taxing agency" is defined in the TIF Uniformity Act as "any county, City, City, metropolitan government or other public entity that levies property taxes on property within a plan area and that has approved the plan." The County and the City hereby designate the percentage of its budget each year that is to pay debt service on its financings as its Dedicated Taxes for purposes of this

Plan. The Dedicated Taxes will be allocated to and will be paid to the respective taxing agencies as taxes levied by such taxing agencies on all other property are paid. The County Dedicated Taxes percentage is 20.48% of its budget as of the date of its approval of this Plan and the City Dedicated Taxes percentage is 3.48% of its budget as of the date of its approval of this Plan, based on certificates provided by the chief financial officers of the County and the City. The excess of real property taxes over the Base Tax Amount and the Dedicated Taxes (the "**TIF Revenues**") shall be allocated and, as collected, paid into a separate fund or funds of the Board, created to hold such payments until the TIF Revenues in the funds are to be applied (A) 75% to Developer to pay for Eligible Costs (as defined in (b) below) within the Plan Area or to pay debt service on any debt obligations described below (collectively, the "**Annual Incentive Amounts**"); (B) from the remaining 25% of the TIF Revenues, up to 5% shall be allocated or the reimbursement of the actual administrative expenses of the City, County and Board for administering the Plan, including a reasonable allocation of overhead expenses ("**Administrative Expenses**"); and the balance of the County's taxes shall be paid to the County and the balance of the City's taxes shall be paid to the City for their respective purposes.

The Board is authorized to make all calculations of TIF Revenues on the basis of each parcel within the Plan Area instead of on an aggregate basis. As permitted by the Tax Increment Act, the Board is also authorized to separately group one or more parcels within the Plan Area for purposes of calculating and allocating TIF Revenues, and in such case, the allocation of TIF Revenues shall be calculated and made based upon each such parcel or group of parcels and not the entire Plan Area.

The TIF Revenues for parcels within the Plan Area will be separated. The Base Tax Amount will be separately established for each parcel, as each such parcel may be subdivided, and the Board will make calculations and allocations of TIF Revenues for each parcel separately. The parcels within the Plan Area may be further divided, in which case such parcels, as divided, will be treated separately, and the Base Tax Amount with respect to each tax parcel that is subdivided shall be allocated to each subdivided parcel on a pro-rated basis either using the acreage of each subdivided parcel as a percentage of the total acreage of the original tax parcel or using the relative then current property tax amounts, as the Board may determine.

The Board is also authorized to designate, by notice to the City and the County, the allocation of TIF Revenues for certain parcels within the Plan Area will begin in different years from the allocations of TIF Revenues for other parcels within the Plan Area. This will allow the Board to match TIF Revenues from the development of each of the parcels. The allocation of TIF Revenues for each parcel within the Plan Area will be subject to the maximum allocation period as provided below.

(b) Eligible Costs. As provided in a separate Development Agreement to be entered into by and between the Board and the Developer (the "**Development Agreement**"), the Annual Incentive Amounts will be used only to reimburse the Developer for the design and other costs incurred to construct the Infrastructure Improvements, including the allocable cost of the site thereof, and for costs, including without limitation

legal fees, paid by Developer to the Board or its counsel for preparing, negotiating and adopting this Plan and the associated documents implementing the incentive hereunder until all such costs are fully paid (collectively, the “**Eligible Costs**”) and/or to pay debt service on any debt obligations described below, the proceeds of which were used to pay or reimburse the Developer for Eligible Costs.

6. State Approval Not Required. By adoption of this Plan, the Board, the City and the County hereby determine that the use of the Annual Incentive Amounts to pay for cost of the Infrastructure Improvements is necessary and desirable. Consequently, the use of the Annual Incentive Amounts as provided herein and in the Development Agreement is not subject to the written determination of the Tennessee Commissioner of Economic and Community Development or the Tennessee Comptroller.

7. Maximum Amount. The aggregate amount of the Annual Incentive Amounts for all Eligible Costs will not in any event exceed \$17,621,296 (“**TIF Maximum Amount**”), plus interest on any debt obligations as is described below, based upon an interest rate not to exceed the maximum interest rate allowed by law.

8. Commencement Date. The Development Agreement sets forth a Required Commencement Date for Commencement of Work and required Date of Completion for the Infrastructure Improvements, subject to the Force Majeure provision of the Development Agreement. A default by the Company under the Development Agreement or otherwise to satisfy the time frames set forth in the Development Agreement for the completion of the applicable Infrastructure Improvements by the required Date of Completion and a decision by the Board, the City or the County to terminate the Development Agreement, the City Financial Obligation and/or the County Financial Obligations as provided therein, as applicable, shall terminate this Plan with respect thereto.

9. Time Period; Payments. TIF Revenues will be allocated to the Board as provided in this Plan for a period as to each parcel or groups of parcels in the Plan Area for a maximum period of twenty (20) tax years, with the commencement of each allocation period as to each parcel being designated by written notice from the Board to the City and County. Until an allocation of TIF Revenues commences as to a parcel as described herein, no TIF Revenues shall be allocated to the Board as to such parcel. The allocation period for TIF Revenues as to each parcel within the Plan Area shall commence not later than (i) the first full calendar year after completion of the initial improvements on such parcel or (ii) the 2035 calendar year, all as to be provided in more detail in the Development Agreement. Allocations of TIF Revenues to the Board shall terminate upon the earlier of the payment of the TIF Maximum Amount plus interest at an interest rate not to exceed the maximum interest rate allowed by law, or upon the completion of the allocations for the twenty (20) tax year period described above as to each parcel in the Plan Area, after which time all property taxes will be collected by the City and County in the normal course. The City and County will allocate and pay the TIF Revenues to the Board no later than sixty (60) days after the date that taxes are paid, as to each of the City and the County for each tax year. Delinquent payments received by the City and the County will

be allocated to the Board, to the extent required no later than sixty (60) days of receipt by the City or County with interest to the extent provided in the TIF Uniformity Act.

10. Default. In the event of a default by the Developer under the Development Agreement that is continuing after any applicable notice and cure period, the obligation of the City and County to allocate the Annual Incentive Amounts hereunder may be terminated by either the City or the Board, in which case all property taxes will be collected by the City and County in the normal course.

11. Debt Issuance. The Board may borrow funds through the issuance and sale of notes, bonds or other obligations of the Board in one or more issuances, to pay and/or reimburse the Developer for Eligible Costs, to the extent permitted by the Act. The Developer may be the bond or note holder. The Board may pledge all or a portion of the TIF Revenues allocated to the Board pursuant to this Plan to the payment of such notes, bonds or other obligations, including, without limitation, principal and interest thereon. In no event will the obligations issued by the Board be considered a debt or obligation of the City or the County in any manner whatsoever, and the source of the funds to satisfy the Board's payment obligations thereunder shall be limited solely to the TIF Revenues and shall otherwise be non-recourse to the Board. Any debt obligation of the Board may be refinanced by the Board at any time as permitted by the Act, and upon such refinancing, available tax increment revenues shall be applied to the payment of such refinancing debt to the extent such tax increment revenues were to be used to pay the debt that is being refinanced. Any and all documents to be entered into by the Board with respect to the foregoing shall be in form and substance acceptable to the Board, in its sole discretion, and subject to the Developer's payment of the Board's attorney's fees and costs associated therewith.

12. Finding of Economic Benefit. The Board, the City and the County, by the adoption of this Plan, find that the Project is within an area that could provide substantial sources of tax revenues and economic activity to the City and the County, find that the use of the TIF Revenues, as described herein, is in furtherance of promoting economic development in the City and the County, find that the use of the TIF Revenues as provided herein will develop trade and commerce in and adjacent to the City and the County, will contribute to the general welfare and will alleviate conditions of unemployment, and find that the construction and equipping of the Project will be necessary and advantageous to the Board in furthering the purposes of the Act.

13. Approval Process.

(a) Pursuant to T.C.A. § 7-53-312, the process for the approval of this Plan is as follows:

(b) The Board shall hold a public hearing on this Plan after publishing notice of such hearing in a newspaper of general circulation in the City at least two weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the

public. Following such public hearing, the Board shall submit the Economic Impact Plan to the City and County for their approval.

(c) The governing bodies of both the City and the County must approve this Plan for this Plan to be effective to both the City and the County. This Plan may be approved by resolution of the City Council and County Commission, whether or not the local charter provisions of the City or County provide otherwise. If the governing body of either the City or the County fails to approve this Plan, this Plan will not become effective. If either the City or County make any changes to this Plan in connection with their approval hereof, such changes must be approved by the Board following a public hearing related thereto, and such changes must also be approved by the City or County, as applicable.

(d) Once the governing body of the City and the County has approved this Plan, the Plan and related documents must be filed with the local taxing officials and the Comptroller of the State. Annual statements of incremental tax revenues allocated to the Board shall be filed with the State Board of Equalization. The Board will also comply with all other requirements of the Tax Increment Act and other applicable laws.

In witness whereof the parties hereto have entered into this Agreement as of the Effective Date.

[Signature Page to Economic Impact Plan]

APPROVED:

ATTEST:

**THE INDUSTRIAL DEVELOPMENT BOARD
OF RUTHERFORD COUNTY, TENNESSEE**

Secretary

By: _____
Name: _____
Title: Chairman
Date: _____

[Signature Page to Economic Impact Plan]

APPROVED:
CITY OF LA VERGNE, TENNESSEE

By: _____
Name: _____
Title: _____

Date: _____

[Signature Page to Economic Impact Plan]

**APPROVED :
RUTHERFORD COUNTY, TENNESSEE**

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

Plan Area

[See Next Page]

EXHIBIT B

Younger & Associates Economic Impact Study

[See Attached]

This study is provided separately due to its size.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 7. First Reading - **Ordinance #2025-34** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 15M, Group E, Parcel 11. Property Consists of Approximately 0.60 Acres. Property Located at 130 Old Waldron Road. Current Zoning: R-1 (Low Density Residential) Zoning District; Proposed Zoning: C-2 (Highway Service Commercial) Zoning District. (This received an unfavorable recommendation from the Planning Commission on September 30, 2025. A public hearing will be held on Tuesday, November 4, 2025.)

Department: Planning

Presented By: Bo Logan

Item Attachments: 1. Ordinance #2025-34

Summary:

This is an ordinance to rezone property located at 130 Old Waldron Road from R-1 to C-2.

Background Information:

The applicant is requesting to rezone approximately less than one acre from R-1 (Low Density) to C-2 (Highway Service Commercial). The property is located at 130 Old Waldron Road. The applicant has not disclosed any specific plans regarding the future development of this property.

The main zoning in the area is a mixture of R-1 and R-2 plus I-2 and C-2. The property located at 192/198 Old Nashville Hwy. is zoned C-2 and located nearby & opposite of this property. Also, Maxim Crane borders this lot on the rear boundary (west). It is zoned industrial.

The remaining property that borders this site on the northern sides is R-1 which is Low Density Residential.

Financial Summary:

Revenues: The city could receive impact fees and additional property taxes from any development of the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:

Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2025-34

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 15M, GROUP E, PARCEL 11. PROPERTY CONSISTS OF APPROXIMATELY 0.60 ACRES. PROPERTY LOCATED AT 130 OLD WALDRON ROAD. CURRENT ZONING: R-1 (LOW DENSITY RESIDENTIAL) ZONING DISTRICT; PROPOSED ZONING: C-2 (HIGHWAY SERVICE COMMERCIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Hamidullah Durani, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on September 30, 2025, made an favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 15M, Group E, Parcel 11 from a R-1 (Low Density Residential) Zoning District to a C-2 (Highway Service Commercial) Zoning District. This property consists of approximately 0.60 acres and is owned by Hamidullah Durani, who submitted application #ZR-2025-05 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2025-05

(Assigned by the City Recorder)

Date Submitted: 7/8/25

SECTION 1 - Applicant Information

(Any Correspondence from the City will be addressed to the applicant.)

☒ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Hamidallah Durani Phone #: 615-268-7049

Business: _____ E-Mail: duranih@gmail.com

Address: 1900 Old Hickory Blvd Best Way to Contact: 615-268-7049
(Mail, E-Mail, Phone)

City: Brentwood State: TN Zip: 37027

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
15M GRPE	11.00	R-1	C-2	0.60	Hamidallah Durani

*** Reason for Rezoning must be included on an attached sheet.

Project Name: 130 Old Waldron Rd.

Project Address: 130 Old Waldron Rd.

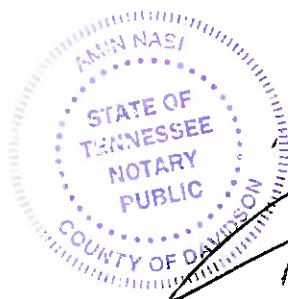
Existing Land Use: Residential

Proposed Land Use: Commercial

Total Acreage of Project / Rezoning: 0.60

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

Applicant's Signature:  Date: 7-8-25



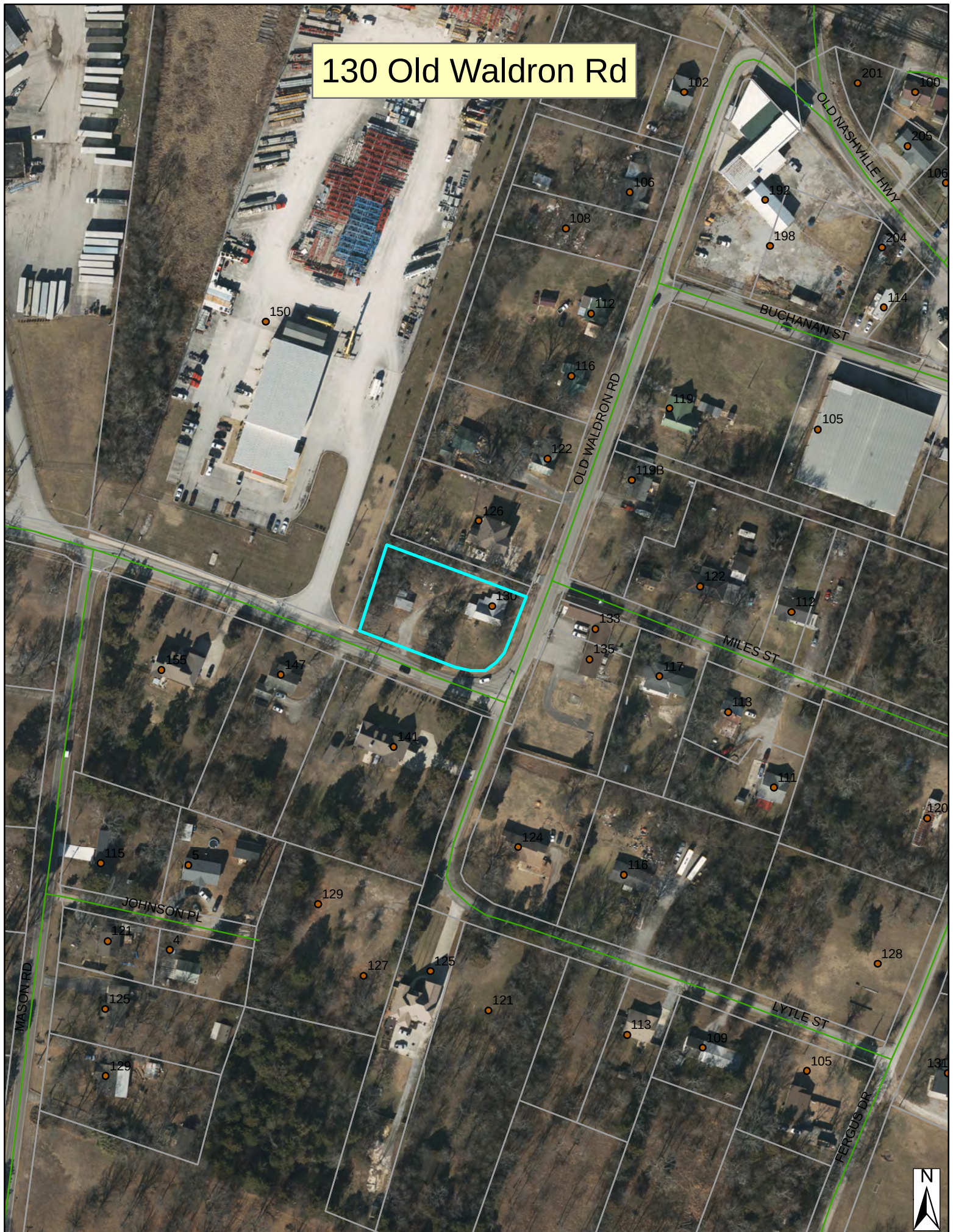


My Commission Expires January 4 2027

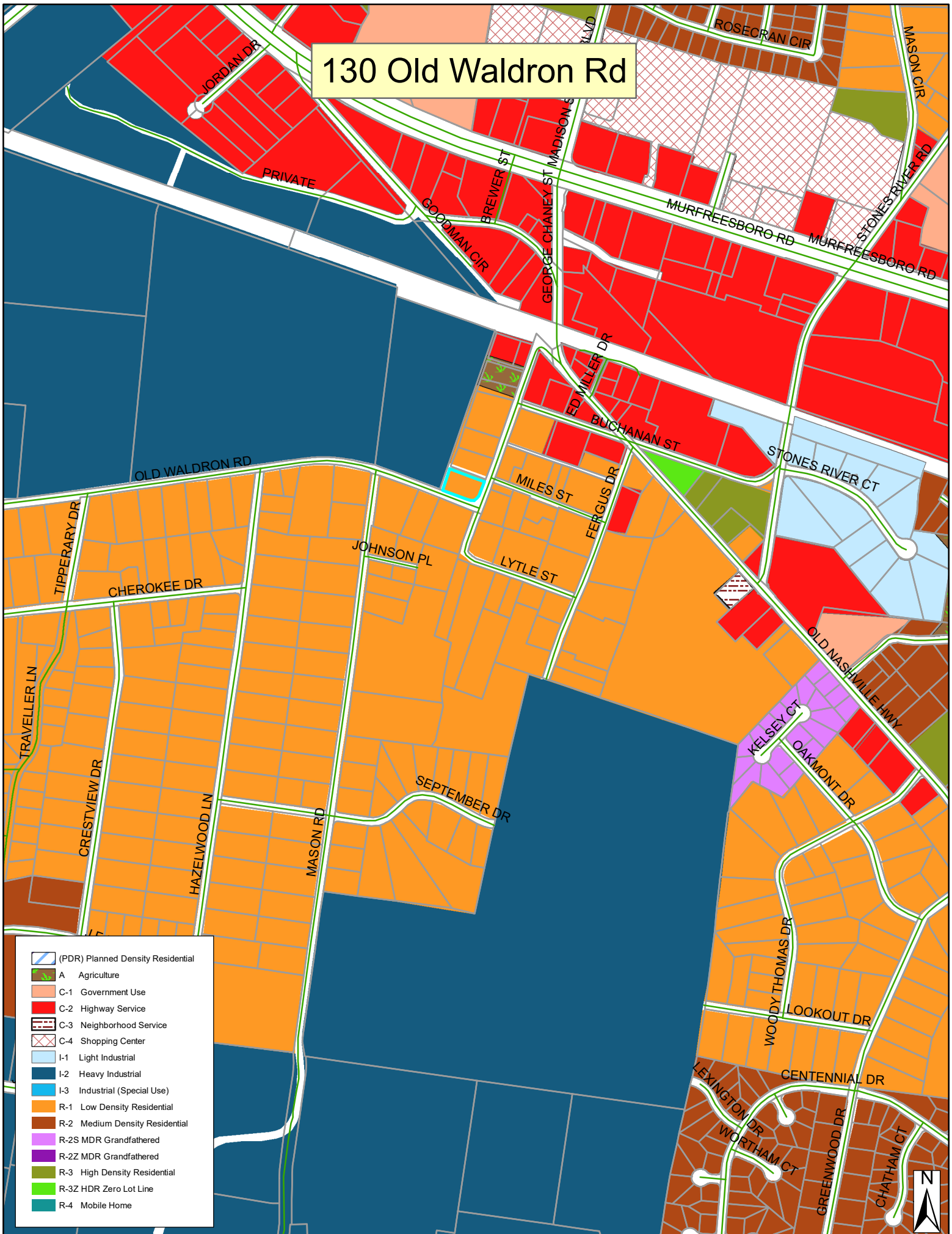
130 Old Waldron Rd



130 Old Waldron Rd



130 Old Waldron Rd



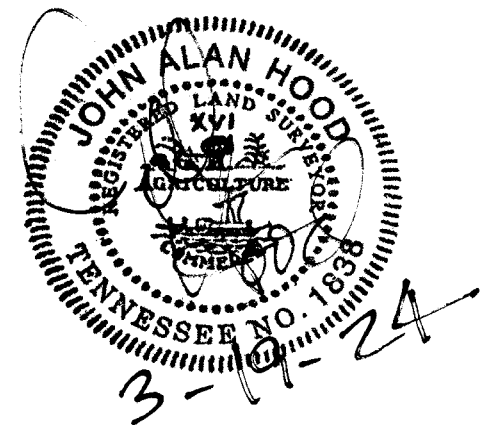




PREPARED BY:
 CAMPBELL, McRAE
 & ASSOCIATES,
 SURVEYING, INC.
 P.O. BOX 41153
 NASHVILLE, TN., 37204
 PH. 615-298-2424
 EMAIL cmas@att.net

TOTAL AREA
 29170.10
 S.F. OR
 0.67 ACRES±

PROPERTY SURVEY
 DURANI PROPERTY
PROPERTY LOCATED
 3RD CIVIL DISTRICT
 OF RUTHERFORD COUNTY, TENNESSEE,
 IN THE CITY OF LAVERGNE
 ON THE NORTHERLY AND WESTERLY
 MARGIN OF OLD WALDRON ROAD,
 EAST OF MASON ROAD
PROPERTY ADDRESS
 130 OLD WALDRON ROAD,
 LAVERGNE, TN 37086
PARCEL I.D.
 MAP 15M, GROUP "E"
 PARCEL 11 P.A.R.C., TN
DEED REFERENCE:
 RECORD BOOK 2288
 PAGE 1909
 R.D.R.C., TN
CURRENT ZONING R-1
 DATE: 3-19-2024



BOOK 1443, PAGE 2009
 CALLS FOR CENTERLINE
 OF 14 FOOT ALLEY
 NO EVIDENCE OF ALLEY
 WAS OBSERVED

RODRIGUEZ, JOSE
 BOOK 1443, PAGE 2009
 R.D.R.C., TN
 PARCEL I.D.
 015M-E-010.00-000
 P.A.D.C., TN

150 OLD
 WALDRON ROAD, L.P.
 BOOK 2151
 PAGE 2282
 R.D.R.C., TN
 PARCEL I.D.
 015M-E-012.00-000
 P.A.D.C., TN

TN GRID
 NAD 83

15' ALLEY (UN-IMPROVED)
 N 18°37'38" E 136.95'

S 72°11'30" E 204.95'

SHED

BARN

EXISTING
 DWELLING
 #130

CONCRETE
 PAD

EXISTING
 PAVEMENT
 ENCROACHES

N 67°38'40" W 198.00'

S 21°22'50" W 152.93'

CENTERLINE OF
 OLD WALDRON ROAD

CENTERLINE OF
 OLD WALDRON ROAD

I HEREBY CERTIFY THAT THIS IS
 A CATEGORY I SURVEY WITH THE
 RATIO OF PRECISION OF THE
 UNADJUSTED SURVEY BEING
 GREATER THAN 1: 10,000.
 THIS SURVEY WAS DONE IN
 COMPLIANCE WITH THE CURRENT
 STANDARDS OF PRACTICE ADOPTED
 BY THE TENNESSEE STATE BOARD OF
 EXAMINERS FOR LAND SURVEYORS.

JOHN ALAN HOOD
 TN. R.L.S.#1838





ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 8.A. Planning Commission. (One term is vacant; two terms expire 10/31/25.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Charles Jones - Planning Commission

Summary:

This item will appoint member(s) to the Planning Commission.

Background Information:

Planning Commission Appointed by Mayor - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin, Jr. - Chairman	October 2010	October 31, 2025
Jason Cole - BOMA position - Vice-Chairman	November 2018	Term of Office
Graeme Coates - BOMA position - Secretary	December 2024	Term of Office
Vacant (Terry Coleman)		October 31, 2027
Tabatha Howard	December 2024	December 31, 2028
Jim Hesemann	November 2021	October 31, 2025
Mark Molnar	December 2022	December 31, 2028

We have one vacancy due to the resignation of Terry Coleman. The terms for Earl Garvin, Jr. and Jim Hesemann will expire at the end of October. They would both like to stay on the Planning Commission. We have received one new application at this time.

Current Applicants:

- Earl Garvin, Jr.
- Jim Hesemann

- Charles Jones

Financial Summary:

N/A

Staff Recommendation:

N/A

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	Bi-Monthly
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ La Vergne Housing Authority (Not a City Board)	Monthly
☐ La Vergne Industrial Development Board (Not a City Board)	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☒ Planning Commission	Monthly
☐ Stormwater Appeals and Advisory Board	Bi-Annual
☐ Other _____	

APPLICANT INFORMATION

Name: Charles I Jones Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne, TN 37086 Email Address: [REDACTED]

What is the best time to contact you? ☐ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	<u>High School</u>	<u>College / University</u>	<u>Graduate / Professional</u>
School Name	La Vergne High School	Motlow State Community College	
City, State	La Vergne	Smyrna, Tn	
Years Completed	N/A	☐ 1 ☒ 2 ☐ 3 ☐ 4	☐ 1 ☐ 2 ☐ 3 ☐ 4
Course of Study	N/A	Cyber Security	
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	Senior Associate Service Delivery Specialist, NTT Data
List any experience that would apply to the Board or Committee you are applying for:	None for the Planning Commission, but looking to broaden my experience.
Municipal Boards / Committees on which you currently serve:	Board of Zoning Appeals, Appointed 2021
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Jason Cole		11	
2	Jon Harrington		34	
3	Jeff Crowell		24	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an “at will” nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Charles I Jones (Signed electronically)

Date: 10/29/2025

Please attach your resume. Thank you for your willingness to serve.



ITEM REPORT
Board of Mayor and Aldermen
Meeting Date: October 30, 2025

Item #: 8.B. La Vergne Industrial Development Board. (One term is vacant; Two terms expired 10/1/25.)

Department: City Administrator

Presented By: Bruce Richardson

Item Attachments: 1. Application - Brett Windrow - Industrial Development Board

Summary:

This item will appoint members to the La Vergne Industrial Development Board.

Background Information:

La Vergne Industrial Development Board Not a City Board - Appointed by City Council - 6 Year Terms		
Name	Appointed	Term Expires
Vacant (Terrel "Terry" Coleman)	October 2, 2019	October 1, 2029
Laura Davidson	October 2, 2019	October 1, 2025
Jim Hesemann	October 2, 2019	October 1, 2029
Ross Howard	September 3, 2024	October 1, 2027
Jamie Knight	December 5, 2024	October 1, 2027
Mark Molnar	October 10, 2023	October 1, 2025
Daniel Pazych	October 6, 2020	October 1, 2027

One term is vacant due to the resignation of Terry Coleman. The terms of Laura Davidson and Mark Molnar expired on October 1, 2025 and they would both like to stay on this board. We have been advertising these positions on social media, and have received one new application.

Current Applicants:

- Laura Davidson
- Mark Molnar

- Brett Windrow

Financial Summary:

N/A

Staff Recommendation:

N/A

CITY OF LA VERGNE

BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

<u>Board Name</u>	<u>Normal Frequency of Meetings</u>
☐ Beautification and Arts Advisory Committee	Bi-Monthly
☐ Beer Board	Monthly
☐ Board of Zoning Appeals	Monthly
☐ Construction Board of Adjustment and Appeals	As Needed
☐ La Vergne Housing Authority (Not a City Board)	Monthly
☒ La Vergne Industrial Development Board (Not a City Board)	As Needed
☐ Library Board	Bi-Monthly
☐ Parks & Recreation Advisory Committee	Monthly
☐ Planning Commission	Monthly
☐ Stormwater Appeals and Advisory Board	Bi-Annual
☐ Other _____	

APPLICANT INFORMATION

Name: Brett Windrow Cell Phone: [REDACTED]

Address: [REDACTED] Other Phone: _____

La Vergne, TN 37086 Email Address: [REDACTED]

What is the best time to contact you? ☒ Morning (8:00 a.m. - Noon) ☒ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ☒ Cell Phone ☐ Other Phone ☒ Email

EDUCATION AND TRAINING

	<u>High School</u>	<u>College / University</u>	<u>Graduate / Professional</u>
School Name	Cookeville High School	Tennessee Technological University	Belmont University College of Law
City, State	Cookeville, TN	Cookeville, TN	Nashville, TN
Years Completed	N/A	☐ 1 ☐ 2 ☐ 3 ☒ 4	☐ 1 ☐ 2 ☒ 3 ☐ 4
Course of Study	N/A	History/Political Science	Juris Doctor
Receive a diploma?	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

EXPERIENCE

Current Occupation:	Attorney, Progressive Insurance In-House Counsel
List any experience that would apply to the Board or Committee you are applying for:	Significant governmental experience (two sessions at the General Assembly) and experience litigating corporate and commercial cases.
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ☒ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	John Belcher		6	
2	Isaac Kimes		2	
3	Rochelle Frazier		9	

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an “at will” nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Brett Windrow (Signed Electronically)

Date: 10/28/2025

Please attach your resume. Thank you for your willingness to serve.